



CRAYON TERMS AND CONDITIONS OF USE AND SERVICE

By accessing or using www.crayon.jobs, www.crayoncrew.co.za, www.crayoncrew.co.uk, www.crayoncrew.net or any of its related blogs, websites or platforms (collectively, "**the Website**"), owned by Stratos Capital (Pty) Ltd (reg: 2012/196096/07) ("**Crayon**"), you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the "**Terms**"). All rights in and to the content of the Website remain at all times expressly reserved by Crayon.

Please see Crayon's distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities.

Please pay specific attention to the BOLD paragraphs of the Crayon Terms. These paragraphs limit the risk or liability of Crayon, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Crayon or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Website. Crayon will assume you have read and understood these terms should you continue to access or make use of the Website.

It is important to note the following:

- The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Crayon or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 20 November 2018.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. Crayon provides an online platform providing a range of employment-assistance tools, allowing users to register as a potential employee ("**Candidate/s**") or potential employer ("**Employer/s**") (collectively the "**parties**"), build their unique Website profiles exhibiting their traits using a range of personality and psychometric testing tools made available via the Website ("**Profile**"), and then use the Website to facilitate an employment relationship between the parties (collectively, the "**Services**").
- 1.2. Candidates do not pay for using the Services, whereas an Employer will pay for the use of the Services as per the Terms.
- 1.3. These Terms explain the conditions applicable to users, Candidates and Employers using the Website and/or the Services.
- 1.4. In order to become a Candidate or Employer and use the Services, users must register on the Website using the prompted methods, and submit any required information to create a Profile.
- 1.5. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Crayon uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.6. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1. CRAYON PROVIDES SOFTWARE SERVICES AND IS NOT AN EMPLOYER, LABOUR BROKER NOR EMPLOYMENT ADVISER. ALL TOOLS PROVIDED ON THE WEBSITE OR AS PART OF THE SERVICES ARE FOR INFORMATION PURPOSES ONLY, WHERE ANY FORMAL ENGAGEMENT BETWEEN USERS FACILITATED BY THE WEBSITE IS BETWEEN THEM PRIVATELY, AND FOR WHICH CRAYON HOLDS NO RESPONSIBILITY.

2.2. The Website acts solely as an online directory, online tool provider and information service intended to facilitate the matching of users in order for them to privately form an employment relationship. As such, Crayon does not have an employment, agent or broker relationship with any Employer, Candidate or user. Your use of the Website or the Services is entirely at your own risk.

2.3. If a Candidate is engaged by an Employer in a formal employment relationship subsequent to their use of the Website, these parties do so entirely at their own risk and via private arrangement, where Crayon is in no way connected at all. Although Crayon carefully curates Profiles prior to being placed on the Website, Crayon is not responsible for the quality or standard of any information advertised or displayed on any Profile, or derived from any tool used on the Website.

3. USER REGISTRATION PROCESS

3.1. In order to become a Candidate or Employer on the Website and make use of it or the Services, you must complete the necessary registration process detailed on the Website and acquire a Profile. Each Candidate or Employer shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.

3.2. Crayon requires you to submit your full name, e-mail address and phone number when registering a Profile. Candidates may then setup additional features of their Profile, including adding a curriculum vitae, which setup may require further information to be submitted, as prompted by the Website.

3.3. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring a password (to be used together with your provided e-mail address) in order to grant access to your Profile and data. To view or change your personal information provided, you can use the "Settings" function on the Candidate or Employer dashboard page of the Website.

3.4. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your log-in details or password with anyone.

3.5. By submitting your personal information to the Website for its use in a Profile, you consent to Crayon using this information to facilitate a connection between you and another Candidate and/or Employer.

3.6. Please see Crayon's Privacy Policy regarding more details on how Crayon uses your personal information.

4. THE SERVICES - FREE, PAID, REFERRALS, DISCOUNTS AND CANCELLATION

4.1. Users must register as either a Candidate or Employer using the relevant tools on the Website, to access the Services.

4.2. Once registered, the user is allocated a unique Profile which is under their control and which can be manipulated by the relevant Profile owner using the various tools made available on the Website. Some of the features of the Website used by a user may automatically make adjustments or manipulate a Profile in accordance with the tool's functions.

4.3. It is free for a Candidate or Employer to register for and make use of the Website.

4.4. Employer's must pay a fee to Crayon to the extent the use of the Services results in a successful hire ("**Success Fee**"). The following details the Success Fee payable by an Employer, and the various considerations which might affect the Success Fee amount to be paid:

4.4.1. in so far as the Success Fee relates to Crayon Talent, an amount equating to 5% of the agreed annual cost to company ("CTC"), subject to a minimum of R19,950.00 (nineteen thousand,

nine hundred and fifty Rand), plus VAT shall immediately become payable by the Employer to Crayon upon confirmation by either the Candidate or the Employer that a successful hire has been achieved via the signing of an employment agreement between those parties ("Successful Hire");

- 4.4.2. in so far as the Success Fee relates to Crayon Freely, an amount equating to 10% of the agreed fee payable to the Candidate, subject to a minimum of R950.00 (nine hundred and fifty Rand), plus VAT shall immediately become payable by the Employer to Crayon upon confirmation by either the Candidate or the Employer of a Successful Hire in the context of a freelance arrangement.
- 4.4.3. the onus rests on the Employer to disclose to Crayon the agreed annual CTC/fee of the Candidate at the point of a Successful Hire, failing which, Crayon will calculate the annual CTC using the initial salary/fee indicated by the Employer when posting the job;
- 4.4.4. a 50% discount will be applied to the Success Fee if either party forming part of a Successful Hire has been deemed a "referral king" by Crayon;
- 4.4.5. any Employer not immediately achieving a Successful Hire but then employing a final 3 Candidate, or achieving a Successful Hire and then employing one of the remaining final 3 Candidates, within a period of 1 year after presentation of those Candidates to the Employer by Crayon, shall be liable for the same full Success Fee per clause 4.4.1. above.
- 4.5. Fees pertaining to Crayon Team or "baseline profiling" Services will be quoted for, and invoiced separately on a case by case basis, subject to a minimum fee of R9,950.00 (nine thousand, nine hundred and fifty Rand) for teams of up to 20 (twenty) staff members, 50% payable upfront, 50% payable upon release of the report.
- 4.6. Fee pertaining to Services relating to additional aptitude and integrity testing, not forming part of the Success Fee, will be quoted for, and invoiced separately on a case by case basis.
- 4.7. Crayon undertakes to source a replacement Candidate at zero cost to the Employer in the event that any Candidate which was the subject of a Successful Hire is no longer in the employ of that Employer within 3 months after the Successful Hire due to:
 - 4.7.1. resignation for any reason, other than forced retrenchment or pending liquidation of the Employer;
 - 4.7.2. dismissal during the initial 3-month probation period.
- 4.8. For further information on the Services version available or applicable, please contact comms@crayon.jobs who will gladly assist.
- 4.9. To terminate your use of the Services or the Website, please see clause 15 below.

5. **PAYMENT BY EMPLOYER FOR SERVICES**

- 5.1. In return for providing the Services to the Employer, the Employer will pay the Success Fee to Crayon as fair and due consideration.
- 5.2. The Employer must pay the Success Fee via electronic funds transfer ("EFT") to Crayon.
- 5.3. All amounts stated shall attract Value Added Tax ("VAT"), but will be exclusive of any other applicable taxes/fees, unless otherwise stated and required by law.
- 5.4. Crayon will provide the Employer with a tax invoice in accordance with clause 4, together with a monthly statement, which amounts are due and payable by the Employer upon presentation of any invoice. Should an invoice remain unpaid for more than 30 (thirty) calendar days, interest will be charged on any outstanding amounts at a rate equal to the South African published prime overdraft rate plus 2 (two) percent, compounded monthly, in arrears. The Employer undertakes to pay any such interest along with the Success Fee and any other fees, where necessary.
- 5.5. You may contact Crayon via email at comms@crayon.jobs to obtain a full record of your statement with Crayon. Crayon will also send you email communications about your invoice and payment.

6. USER RESPONSIBILITIES AND WARRANTIES

- 6.1. By using the Website and/or the Services, you warrant that:
 - 6.1.1. you have read and agreed to these Terms and will use the Website in accordance with them;
 - 6.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;
 - 6.1.3. you are the age of majority in your country of residence and/or possess the legal authority to act on behalf of your employer organisation, and lawfully possess and submit all information to the Website for the use of it or the Services;
 - 6.1.4. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
 - 6.1.5. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - 6.1.6. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute;
 - 6.1.7. you will not use the Website platform for any commercial purpose other than as expressly provided for by Crayon;
 - 6.1.8. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances or devices; and/or
 - 6.1.9. facilitate or assist any third party to do any of the above.
- 6.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 6.3. **Without prejudice to any of Crayon's other rights (whether at law or otherwise), Crayon reserves the right to deny you access to the Website or the Services where Crayon believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 6.4. **Crayon does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 7.1. Data messages, including e-mail messages, sent by you to Crayon will be considered to be received only when acknowledged or responded to.
- 7.2. Data messages sent by Crayon to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 7.3. Crayon reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 7.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Crayon is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Crayon to a user or from a user to Crayon.

8. HYPERLINKS, DEEP LINKS, FRAMING

- 8.1. The Website may include links to other internet sites ("the other sites"). Crayon does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 8.2. Crayon does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to comms@crayon.jobs to request the removal of such content.
- 8.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third party.

9. ADVERTISING AND SPONSORSHIP

- 9.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 9.2. Crayon, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

10. INTELLECTUAL PROPERTY PROTECTION

- 10.1. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with the underlying software code and everything submitted by a user to the Website and Crayon in use of the Services, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by Crayon, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 10.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Crayon first being granted, which consent may be refused at the discretion of Crayon. No modification of any intellectual property or editorial content or graphics is permitted.
- 10.3. Crayon reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website resulting in a Success Fee, or any other fees, will not be affected by such suspension or termination (as the case may be).
- 10.4. Where any of the Website intellectual property has been licensed to Crayon or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 10.5. Subject to adherence to the Terms, Crayon grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which the user is the primary user. However, nothing contained on the Website should be construed as granting any licence or right to use any intellectual property without the prior written permission of Crayon.
- 10.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Crayon at comms@crayon.jobs.

11. DISCLAIMERS AND WARRANTIES

- 11.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". Crayon makes no representations or warranties, express or implied, including but not

limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.

- 11.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Crayon. While Crayon makes every reasonable effort to present such information accurately and reliably on the Website, Crayon does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 11.3. **Crayon, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.**
- 11.4. **Crayon, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.**
- 11.5. Users, Candidates and Employers from locations outside of South Africa, please note that Crayon complies with all South African laws in representing the Services. Should foreign law be applicable in any regard to your use of the Services and/or the Website in any way, please contact Crayon at comms@crayon.jobs to engage you on its application.
- 11.6. Crayon takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Crayon does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

12. INDEMNITIES

- 12.1. **The user indemnifies and holds harmless Crayon, members, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or Services offered or concluded through the Website in any way.**
- 12.2. **The user agrees to indemnify, defend and hold Crayon harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 12.3. **This clause will survive termination of this agreement.**

13. COMPANY INFORMATION

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| 13.1. Site owner: | Stratos Capital (Pty) Ltd |
| 13.2. Legal Status: | Private limited liability company |
| 13.3. Registration Number: | 2012/196096/07 |
| 13.4. Director: | Derrick Carolin |
| 13.5. Description of main business: | Investment holding company |
| 13.6. Telephone number: | +27 (0)11 883 0221 |
| 13.7. E-mail address: | ideas@stratoscapital.co.za |
| 13.8. Website address: | www.stratoscapital.co.za |
| 13.9. Registered / Postal address: | PostNet Suite 28, Private Bag X9,
Benmore, 2010 |

14. DISPUTE RESOLUTION AND GOVERNING LAW

- 14.1. The user's access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa only.
- 14.2. Should any dispute, disagreement or claim arise between the parties concerning use of the Website or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 14.3. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf.
- 14.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng North Division, Pretoria, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 14.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

15. TERMINATION OF USE OF WEBSITE OR SERVICES

- 15.1. **IN ADDITION TO THE RIGHTS ABOVE, CRAYON RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR ACCOUNT IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT CRAYON GIVES REASONABLE NOTICE TO YOU.**
- 15.2. If you wish to terminate the agreement with Crayon, or end your use of the Services, you may do so by deregistering your Profile with the Website and discontinuing your use of the Website.
- 15.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement and/or subscription to the Services shall survive the termination of this agreement or subscription for all purposes, including the payment of any Success Fee due and payable by an Employer to Crayon.
- 15.4. In the event of cancellation of your agreement with the Terms and with Crayon, Crayon will remove you from the Website and delete your Profile.

16. NOTICES AND SERVICE ADDRESS

- 16.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 16.1.1. in the case of Crayon, at comms@crayon.jobs; or
 - 16.1.2. in the case of the user, at the e-mail and addresses provided by the user to Crayon in the registration process.
- 16.2. The term "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 16.3. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 16.4. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

17. GENERAL

- 17.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition

hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

- 17.2. No indulgence, leniency or extension of time granted by Crayon shall constitute a waiver of any of Crayon's rights under these Terms and, accordingly, Crayon shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 17.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 17.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 17.5. The user's access and/or use of the Website and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa.
- 17.6. Should you have any complaints or queries, kindly address an e-mail to comms@crayon.jobs Crayon of same.
- 17.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Crayon in relation to the payment failure or breach.
- 17.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 17.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 17.8 *mutatis mutandis*.