

Last modified on 16th February 2021

The following terms of use (“Terms of Use”) apply to you (“You”, “Your”) when You use our Platform and our services (“Services) operated by Key Recruitment (“Key Recruitment”, “We”, “us”, “our”).

Key Recruitment operates a Talent Acquisition Platform to

- Help You manage your job opportunities via the Candidate Portal : when You apply, You have access to a Candidate Portal, where You can find your profile information and applications information and receive jobs suggestions. In this case, We are the data controller.

By accessing and using our Services, You agree to these Terms of Use and to our [Privacy Policy](#).

1. Personal Account

You can set up a personal account (“Candidate Portal”) which allows You to track Your different applications to one or more jobs.

For using the Candidate Portal, You may register from the email You received after applying or having Your consent requested. The registration requires Your email address and a password. Afterwards, You will have the ability to log in.

When You create a User Account with us, You guarantee us that You are entitled to create such User Account and that the information You provide is complete and accurate.

Furthermore, Your data will be used as described in the Privacy Policy”

By opening an account, you confirm the following:

- That you have no objection to us retaining your personal information in our database for future matching.
- Should suitable opportunities arise we will contact you and request your consent to submit your CV to a specific client for a specific purpose.
- That the information you have provided to us is true, correct and up to date.

You are responsible for maintaining the confidentiality of Your User Account credentials at all times and You shall not share them with anyone else. You are responsible for all activities of Your User Account. In case of any unauthorised usage of Your User Account or security breach, You shall immediately notify us.

For more details about Your rights, please refer to Key Recruitment’ [privacy policy](#)

You agree that You will not (please note that this list is not exhaustive):

- Use Key Recruitment platform, services and Your Candidate Portal for any purpose which is in breach of any applicable law or statutory duty;
- Use as a username any name that is offensive, vulgar or obscene.
- Access a User Account used by another person;
- Upload any illegal content;
- Link to any illegal content;
- Upload any content that infringes the intellectual property rights of third parties (e.g. a name or trademark that is subject to any rights of another person or entity other than You, without appropriate authorization).
- Engage in any chain letters contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise);
- Access or use Your Candidate Portal and our services in any manner that could damage, disable, overburden or impair any Key Recruitment server or the networks connected to any Key Recruitment server;
- Harvest, collect, gather or assemble information or data regarding other users without their consent;
- Use automatic means to access content or data from other users;
- Market any goods or services for any unauthorised purposes (including advertising and making offers to buy or sell goods or services).

2. Termination

You can terminate Your Candidate Profile – User Account at any time by going to Your Candidate Portal settings.

Key Recruitment may suspend or terminate these services including Your access to Your Candidate Portal with immediate effect if You violate these Terms of Use, if Key Recruitment is legally required to do so, or if You object the validity of new Terms of Use.

3. Warranties – Disclaimer

Except as expressly provided in this Agreement and to the maximum extent permitted by the applicable law, Key Recruitment' website and services are provided on an "AS IS" basis and "AS AVAILABLE", and Key Recruitment makes no (and hereby disclaims all) other warranties, representations, or conditions, whether written, oral, express. Implied or statutory, including any implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose, with respect to the use, misuse, or inability to use the services (in whole or in part) or any other services provided to You by Key Recruitment. Key Recruitment does not warrant that all errors can be corrected, or that operation of the Service shall be uninterrupted or error-free.

4. Limitation of Liability

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL KEY RECRUITMENT, OR ITS EMPLOYEES, AFFILIATES, SUPPLIERS, BE LIABLE FOR ANY

DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THESE TERMS OF USE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

Nothing in this Agreement will limit or exclude (i) any liability for death or personal injury resulting from negligence, (ii) limit or exclude any liability from fraud or fraudulent misrepresentation, (iii) limit any liabilities in any way that is not permitted under applicable law, or (iv) excluded any liability that may not be excluded under applicable law.

Some jurisdictions may exclude certain of the above limitations in terms of warranties or liabilities. In this case, these above mentioned limitations may not apply to You.

5. General

- Key Recruitment' failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights.
- All provisions of these Terms of Use that by their nature are intended to survive, shall survive any termination or expiration of these Terms of Use.
- If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect. These Terms constitute the entire agreement between You and us regarding our services.
- Nothing in these Terms of Use is to be construed as establishing or implying any partnership or joint venture between You and us not as appointing any party to be an agent or employee of the other.
- These terms shall be governed and construed in accordance with the laws of the State of Delaware (USA)

6. Changes to our Terms of Use

We reserve the right to change these Terms of Use at any time. We will notify You of significant changes to our Terms of Use by sending a notice to the primary email address specified in Your account or by placing a prominent notice on our site. Significant changes will go into effect two weeks following such notification. Non-material changes or clarifications will take effect immediately. We encourage You to check our site and these Terms of Use for updates.

7. How to contact us?

If You have any further queries, please send an email to: Info@keyrecruitment.co.za