

# Terms of Use

26 June 2018

These Terms of Use (the "Terms") govern your access to and use of our websites. These Terms also include our Privacy and Cookie Policy available on our website. By accessing and using Sage Workx, you agree to comply with these Terms. If you are using Sage Workx on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have a separate agreement with you. You may not use Sage Workx if you do not agree to the version of the Terms posted on Sage Workx at the time you access the website. ("we" and "us" refer to Sage Workx)

## Eligibility to Use Sage Workx

If you want to use the Sage Workx website, you must be at least 16 years old or the age of majority in your local area. By creating a Seeker account on the website, you agree to the Terms & Conditions.

Any company, or their representatives, can use the website by creating an employer account. By creating an Employer account on the website, you agree to the Terms & Conditions.

Neither an individual person or a company, or their representatives, may use the website if your account has been closed, either by you or us, or if we have banned you from the website.

## Your Sage Workx Account

### Your Account

For you to create a Sage Workx account, we require a valid email address. On registration of your account, we will send you an email with an activation link. You will need to activate your account before you will have access to your account information. If we are unable to get hold of you through the email you supplied, or you have not activated your account within 14 days after the email has been sent, your account will be deactivated and deleted. If you did not receive the email, please contact us [here](#).

Once you have received the activation email and activated your account, you will gain access to your account and all the account sections available to you, depending on the type of account you have. You are responsible for your account login details, the maintenance

and confidentiality of your password. If you suspect any unauthorized use of your account, you agree to contact us immediately. Passwords are subject to cancellation or suspension at any time.

Your account will consist of personal information that you supply and subject to your settings and selections within your profile, other members of the site might be able to see some or all of the information you have provided. Any action you take on Sage Workx, might give access of your information to other members on the site and you give your information freely without Sage Workx needed permission.

### Account registration and login via Social Media accounts

You may be able to register an account and log into your account through a social networking site, such as Facebook or LinkedIn ("Social Media Sites"). If you access Sage Workx through a Social Media Site you agree that we may access, and store (if applicable) any information, data, text, messages, tags, and/or other materials that you have provided to and stored and made accessible in your Social Media Site account so that it is available on and through Sage Workx via your account and your Profile page. Subject to the privacy settings that you have set with the Social Media Site account you use to access Sage Workx, personally identifiable information that you post to that Social Media Site may be displayed on Sage Workx.

Please note: your relationship with your Social Media Sites is governed solely by your agreement with those Social Media Sites and we disclaim any liability for personally identifiable information that may be provided to us by a Social Media Site in violation of the privacy settings that you have set with that Social Media Site account.

### Third Party Content on Sage Workx

There might be some third party content on Sage Workx for you in different formats like advertising, newsletters, comments, company information, employee information, reviews emails, job ads, company photos and other materials. Sage Workx is not the owner of the information and you agree that:

1. We are not responsible, or endorse any third party content that is provided by others,
2. We Make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such content,

3. We assume no responsibility for unintended, objectionable, inaccurate, misleading or unlawful content from other users, advertisers and any third party.
4. We cannot be held liable for claims arising from the content of any third party.

### Working on Sage Workx

You agree that you will use Sage Workx for its attended use only and that you will follow the use and terms as stated within this document and the Terms & Conditions. All applicable law including legally enforceable obligations you may have towards us and any third party will be followed. You understand and agree that you may expose yourself to liability if your content or other use of Sage Workx violates applicable law or any third party rights.

You agree that you will not:

1. Impose another person or their email address
2. Create user account/s under false pretences, create or use an account for anyone other than yourself; or create multiple active user accounts unless one for personal use and one for company use
3. Post Content that you do not own or have the right to post;
4. Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
5. Post Content that is defamatory, libellous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
6. Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable;
7. Promote, endorse or further illegal activities;
8. Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
9. Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
10. Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;

11. Solicit personally identifying information from minors;
12. Except as expressly approved by us, use Sage Workx for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
13. Imply a Sage Workx endorsement or partnership of any kind without our express written permission;
14. Introduce software or automated agents to Sage Workx, or access Sage Workx so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Sage Workx without our express written permission;
15. "Frame" or "mirror" or otherwise incorporate part of Sage Workx into any website, or "deep-link" to any portion of Sage Workx without our express written permission.
16. Copy, modify or create derivative works of Sage Workx or any Content (excluding Your Content) without our express written permission);
17. Copy or use the information, Content (excluding Your Content), or data on Sage Workx in connection with a competitive service, as determined by Sage Workx;
18. Sell, resell, rent, lease, loan, trade or otherwise monetize access to Sage Workx or any Content (excluding Your Content) without our express written permission;
19. Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Sage Workx;
20. Interfere with, disrupt, or create an undue burden on Sage Workx or the networks or services connected to Sage Workx;
21. Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Sage Workx; or Attempt to circumvent any security feature of Sage Workx.

### Third Party Content Links

On the Sage Workx website, there might be third party content links. These links may redirect you to third party websites or products. You use such links at your own risk. Sage Workx does not control or monitor such links or websites or content. These links are for your convenience and it does not mean that we endorse, sponsor or are affiliated with any third party website or service. If any of the links are used and you are redirected, our terms

and conditions (Including the details within this document) do not govern your use of third party websites or products.

### Job Applications on Sage Workx

When searching for available vacancies, you have the option to apply of a job. Your CV, excluding your contact details, will be sent to the employer that has listed the vacancy. You agree that your details will be sent and that the employer will have access to your details.

### Communication with other users on Sage Workx

You have the option to send messages within the Sage One website to other Sage Workx members. The messages can be used for general information, contact detail requests and interview details. You have the choice to react on messages and reply or to delete the message.

By using the messaging function you agree to:

1. Use it for its attended use only;
2. Not use any language that is harassing, threatening, abusive, racist or bigoted;
3. Give true and correct information;

### Special Provisions Applicable To Employers

#### Posting Jobs on Sage Workx

As Employer you can post jobs that might appear on the home page of Sage Workx (Depending on your subscription) and that will be listed on the results page when a member search for a job that falls within the criteria of your posted job. When completing a job advert form, there are no mandatory fields and you do not have to fill in any details that you see as unnecessary or not applicable. We do suggest that you fill in all the details to get a better result.

The “Job Listing Expiry Date” will automatically fill in with the date of today plus 30 days. You can change this date at any time. The advert will be available for searches until this date is reached or your subscription limit is reached.

You agree to not post any jobs ads that:

1. Does not comply with the applicable laws or regulations of the state and country where the job is to be performed, including laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use and intellectual property;
2. Contains false information or solicits employees by intentional misrepresentation, such as, misrepresentation of the terms of employment, the hiring entity, or the identity of the poster;
3. Requires an application fee or up-front or periodic payments; requires recruitments of others; resembles a multi-level marketing scheme, franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement; or only pays commissions (except where the listing makes clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling); or resembles a multi-level marketing scheme.
4. Involves any screening requirement where such screening requirement is not an actual and legal requirement of the advertised position;
5. Contains any logo or brands, or link to website, other than your own or those of any entity for which you are authorized to submit job ads;
6. Contains multiple job openings in a single job ad (unless you've purchased a service that permits this);
7. Discriminates against applicants on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law;
8. Is not related to the Sage Industry as a whole or has nothing to do with any Sage Products.

### Job Activation

You need to have an active subscription with Sage Workx to post a job. You can find the available subscriptions in your account section under "My Subscriptions". Here you can view what your options are and if you have an active subscription, how many time is left on the subscription. The number of days you have available on your subscription will only be used when you post a job and not form the date of purchase.

It is your responsibility to post the job to make it available for other users to view the job. We do not take responsibility if the job is not available due to not being posted.

## Company Profile

You have the choice to upload your company profile onto the Sage Workx website. The information you fill in here will be visible to all site visitors (Members and non-members). You can upload a PDF of your company profile that can be downloaded by all site visitors. You agree that the information you supply in the company profile is true and correct and that Sage Workx does not control the details within the company profile.

Sage Workx can remove your company profile if we deem it inappropriate or non-applicable.

## Removal of Content

Sage Workx reserves the right to review and delete any content, in full or a portion of it, that we believe, in our sole discretion, violates these Terms and Conditions or other applicable policies posed on Sage Workx or that we deem inappropriate.

Due to the nature of Sage Workx and the reason that Sage Workx does not control the content, there might be content that you feel is unappropriated or that violates any of our Terms and Conditions, please contact us immediately [here](#). Once we have reviewed the content, we will consider whether to remove the content, either in full or part of it. Weather we remove the content or not is within our sole discretion and you understand and agree that if we do not remove the content, it is not a violation of these Terms and Conditions or any agreement we have with you.

## Refunds and Law

### Refund and Return

Due to the nature of our business, we do not give any refunds on payments made for the services listed on our website.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to [support@sageworkx.com](mailto:support@sageworkx.com)

### Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the

User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

## Contact Us

If you have any questions or suggestions regarding this Policy, please contact us [here](#).

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