

WerfNet (Pty) Ltd.: WEBSITE TERMS AND CONDITIONS

1. Introduction

Welcome to the website of WerfNet (Pty) Ltd. (“the Website”). These Terms and Conditions govern your access to and use of this Website and any services, content, functions and tools made available through the Website.

By visiting or using this Website, you confirm that you have read, understood and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Website.

2. Business Details

This Website is owned and operated by:

WerfNet (Pty) Ltd.

Registration Number: 2026/120307/07

Physical address: Cnr DF Malan and Eendracht Street, Kloofsig

Email: hello@werfnet.co.za

Telephone: 012 004 0982

3. Purpose of the Website

The purpose of this Website is to provide information about recruitment, screening, placement and related staffing solutions services rendered by WerfNet (Pty) Ltd.

The Website also includes functions through which:

- 3.1 work seekers submit their CVs or personal details;
- 3.2 employers submit enquiries or advertise positions;
- 3.3 users receive communication from the agency;
- 3.4 general information about positions, careers and recruitment services is shared.

No content on this Website constitutes a binding offer or guarantee of placement, employment, candidate availability or service outcome.

4. Permitted Use

You undertake to use the Website only for lawful purposes and in a manner that does not infringe the rights of WerfNet (Pty) Ltd., other users, clients, candidates or third parties.

You may not:

- 4.1 submit false, misleading or incomplete information;
- 4.2 act on behalf of another person without proper authorisation;
- 4.3 use the Website to distribute unlawful, discriminatory, defamatory, harmful or offensive content;
- 4.4 attempt to gain unauthorised access to any part of the Website, systems or database;
- 4.5 upload or distribute viruses, malware or any other harmful code;
- 4.6 use the Website in a manner that may impair its operation, availability or security;
- 4.7 copy, harvest, scrape or reuse data of candidates, clients or positions without permission.

5. No Guarantee of Placement or Recruitment

WerfNet (Pty) Ltd. provides a recruitment and placement service, but does not guarantee:

- 5.1 that a candidate will obtain employment;
- 5.2 that an employer will find a suitable candidate;
- 5.3 that any position will remain available at any stage;
- 5.4 that any candidate or client will meet specific requirements.

All appointments, placements and related decisions remain subject to the client's final approval, applicable screening processes, references, qualification verification, background checks and any applicable legal or regulatory requirements.

6. Candidate Information and CV Submissions

When work seekers submit CVs, applications or other personal information through the Website, they confirm that:

- 6.1 the information is true, accurate and up to date;
- 6.2 they are entitled to provide such information;
- 6.3 the information may be shared with potential employers or clients, subject to applicable legislation and the Privacy Policy;
- 6.4 WerfNet (Pty) Ltd. is entitled to process such information for recruitment, screening and placement purposes.

The submission of a CV or application does not create an employment relationship, agency relationship or guarantee of placement.

7. Client Enquiries and Vacancy Postings

Where clients submit positions or recruitment instructions through the Website, the client warrants that:

- 7.1 all information is accurate, lawful and not misleading;
- 7.2 the position and working conditions comply with applicable labour legislation;
- 7.3 the client does not unfairly discriminate;
- 7.4 the client is entitled to fill the position and give instructions to the agency.

WerfNet (Pty) Ltd. reserves the right to refuse, remove or suspend any position, advertisement or instruction if it is potentially unlawful, misleading, discriminatory or otherwise unacceptable.

8. Privacy and Protection of Personal Information

WerfNet (Pty) Ltd. takes the protection of personal information seriously and will take reasonable steps to process and protect personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).

By using the Website and providing personal information, you consent to the collection, use, storage and processing of that information for purposes including:

- 8.1 recruitment and placement;
- 8.2 client and candidate liaison;
- 8.3 administration and record-keeping;
- 8.4 verification and screening processes;
- 8.5 legal and regulatory compliance.

For full details on how personal information is handled, users must also read the Privacy Policy of WerfNet (Pty) Ltd.

9. Intellectual Property

All content on this Website, including but not limited to:

- 9.1 text;
- 9.2 logos;
- 9.3 trade marks;
- 9.4 graphics;
- 9.5 layout;
- 9.6 database content;
- 9.7 documents;
- 9.8 software;
- 9.9 design and functionality,

is the property of WerfNet (Pty) Ltd. or its licensors and is protected by applicable legislation.

No user may copy, reproduce, modify, distribute, publish, sell or commercially exploit any content of the Website without prior written consent, except for personal, non-commercial and lawful use.

10. Third-Party Links and Content

The Website may contain links to third-party websites or resources. Such links are provided for convenience only. WerfNet (Pty) Ltd. does not control these third-party websites and accepts no responsibility for their content, availability, security or privacy practices.

Use of third-party websites is entirely at your own risk.

11. No Professional or Legal Warranties

The content of this Website is provided for general information purposes only. Although WerfNet (Pty) Ltd. endeavours to provide accurate and updated information, no express or implied warranty is given regarding the accuracy, completeness, suitability or availability of the content.

Users must conduct their own independent verification before relying on any information, candidate profile, position information or other content.

12. Limitation of Liability

To the extent permitted by law, WerfNet (Pty) Ltd., its directors, employees, contractors, representatives or agents shall not be liable for any loss or damage of any nature whatsoever, including but not limited to:

- 12.1 direct or indirect damages;
- 12.2 consequential damages;
- 12.3 loss of income or profit;
- 12.4 loss of data;
- 12.5 loss of business or opportunities;
- 12.6 damage arising from reliance on Website content;
- 12.7 damage due to system interruptions, viruses or unauthorised access;
- 12.8 any appointment, non-appointment, placement or non-placement of a candidate.

If any liability should nevertheless arise, such liability shall be limited to the minimum amount required by applicable legislation or, where applicable, the amount paid by the user to WerfNet (Pty) Ltd. for the specific service to which the claim relates.

13. Indemnity

You agree to indemnify and hold harmless WerfNet (Pty) Ltd. against any claims, losses, damages, liability, costs and expenses, including reasonable legal costs, arising from:

- 13.1 your breach of these Terms and Conditions;
- 13.2 your unlawful or improper use of the Website;
- 13.3 false or misleading information submitted by you;
- 13.4 any infringement of the rights of a third party.

14. Availability of the Website

WerfNet (Pty) Ltd. does not warrant that the Website will always be available, error-free or secure. The agency reserves the right to amend, suspend or discontinue any part of the Website without notice for maintenance, updates, security or other business reasons.

15. Cookies and Electronic Communication

The Website may use cookies or similar technology to improve user experience, analyse traffic and support functionality. By using the Website, you consent to such use, subject to the provisions of the Privacy Policy or Cookie Policy, if applicable.

Where users provide their contact details, they consent to receiving electronic communication from WerfNet (Pty) Ltd. for administrative, service-related or recruitment purposes, subject to applicable legislation.

16. Breach and Suspension

WerfNet (Pty) Ltd. reserves the right, without notice, to:

16.1 restrict or terminate access to the Website;

16.2 remove any content or submission;

16.3 take appropriate legal or disciplinary steps,

if a user breaches these Terms and Conditions or if such action is deemed necessary to protect the Website, other users or the agency's rights and interests.

17. Amendments to the Terms

WerfNet (Pty) Ltd. may amend these Terms and Conditions from time to time. Amended provisions come into effect as soon as they are published on the Website, unless otherwise indicated.

It is the user's responsibility to review the Terms and Conditions regularly. Continued use of the Website after amendments shall be deemed acceptance of the amended terms.

18. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the Republic of South Africa.

Any dispute arising from or related to these Terms and Conditions or the use of the Website shall be subject to the jurisdiction of the competent courts of South Africa, unless the parties agree otherwise in writing.

19. Severability

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable, that provision shall be severed from the remaining provisions, which shall remain in full force and effect.

20. Entire Agreement

These Terms and Conditions, read together with any applicable Privacy Policy, Cookie Policy and other published policy documents on the Website, constitute the entire agreement between the user and WerfNet (Pty) Ltd. in relation to the use of the Website.

21. Contact Details

For any enquiries about these Terms and Conditions, contact:

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