

Terms and Conditions

Definitions

"**ClipDrop**" shall mean the company licensed to distribute the software in the Republic of South Africa, registered as INHOUSE PERSONNEL SERVICES SA CC T/A CLIPDROP SA

"**Information**" shall mean all or any information provided in any form from CLIPDROP to a Subscriber.

"**Candidates**" shall mean the person(s) who receives a video in relation to a recruitment vacancy or marketing out-reach.

"**Initial Period**" shall mean the agreed contract period of 1 (one) month from date of signature as agreed renewed automatically with 1 (one) calendar months' notice.

"**Subscription Services**" shall mean the services provided in this contract.

"**System or Service**" shall mean the software program designed, developed and owned by CLIPDROP and distributed by INHOUSE PERSONNEL SERVICES SA CC T/A CLIPDROP SA

"**User**" shall mean an employee of the **Subscriber** who uses the system to place adverts and shortlist candidates.

"**Initial period**" shall mean the first 36 months.

"**Viewer**" shall mean an employee who is able to view the work or video recorded or supplied by candidates.

"**Agreement**" shall mean this Service and License Agreement.

"**Subscriber**" shall mean to person or entity who uses the services provided by CLIPDROP.

1. General Terms and Conditions:

- 1.1 **The Subscriber** agrees to use **CLIPDROP's** cloud based software as a means of managing their own interviewing strategy. CLIPDROP hereby grants to the **Subscriber** a non-exclusive, non-transferable license to use the System, including any updates thereto, in terms of this Agreement.
- 1.2 The **Subscriber** agrees not to divulge the **Subscriber's** user name and password to any third parties.
- 1.3 **CLIPDROP**, whilst exercising reasonable care, does not guarantee the correctness or the effective delivery of the information provided by candidates submitting video recorded information and makes note that the candidates are responsible for their own stable internet connection.
- 1.4 On termination of this Agreement the **Subscriber** warrants that all information in all formats under license from **CLIPDROP** if applicable will be deleted or destroyed and will not be used in any way whatsoever after the termination date.
- 1.5 The Subscriber appoints CLIPDROP, who accepts such appointment, to perform the Subscription Services in terms of this Agreement. The Subscription Services provided by **CLIPDROP** are automation of interviews, video blogging and candidate outreach.
- 1.6 Exports of candidate information and videos acquired by the **Subscriber** through the use of **CLIPDROP's** services to a third non-contracted party is strictly prohibited unless the information is exported internally within the **Subscriber's** group of companies for the sole purpose of the original intent, export to any company or legal entity not part of the **Subscriber** or its group of companies will be considered a breach of this agreement and POPIA and may warrant financial compensation.
- 1.7 The **Subscriber** and **CLIPDROP** undertake to keep all candidate information and videos confidential and ensures that the information is used solely for the purpose of finding suitable candidates for available positions.
- 1.8 **CLIPDROP** shall use reasonable skill and care and comply with all applicable laws in South Africa in its provision of the Services but makes no representation or warranty that the Services will be accessible or free from error at all times.
- 1.9 **CLIPDROP** may temporarily suspend and/or alter the operation of the Services for legal or technical reasons. **CLIPDROP** shall notify **The Subscriber** as far in advance as possible of any temporary suspension or significant alteration, as well as the estimated duration of suspension or alteration and when the Services will commence again, but **The Subscriber** acknowledges that prior notice may not always be possible.
- 1.10 **The Subscriber** is responsible for ensuring that its use of the Services and the content of all videos via the software comply with all applicable laws, regulations and codes of practice and will not be defamatory or infringe the copyright, trade mark or other rights of any third party when using **CLIPDROP**.
- 1.11 **The Subscriber** is responsible for complying with the terms and conditions of any websites where videos are to be posted and the payment of all charges (if applicable) due to the operators of such websites when using **CLIPDROP**.
- 1.12 **The Subscriber** shall not resell the Services or license the use of the Services to any third party in relation to any service offered by CLIPDROP.
- 1.13 **The Subscriber** shall not copy, make modifications to, reverse engineer or decompile the software supporting the Services, except to the extent permitted by law.
- 1.14 The parties shall nominate their respective contact persons in terms of this Agreement in section 7
- 1.15 The parties enter into this Agreement as independent contractors, and no relationship of employment or agency or joint-venture is created hereby. Accordingly, no party may represent the other in any dealings with third parties.
- 1.16 Should either party breach this Agreement and remain in breach after 5 (five) calendar days from the date of a written notice by the innocent party to the defaulting party, the former shall be entitled (but not obliged) to cancel this Agreement on written notice (wherein termination shall take effect immediately) or to take such other action as it may deem necessary to enforce any rights that it may have either in terms of this Agreement or in law. Any party who becomes liquidated (either provisionally or finally), is placed under business rescue or who commits an act of insolvency (as defined within insolvency laws), shall be deemed to have breached this Agreement.
- 1.17 All rights, title and ownership of any intellectual property belonging to any party (whether registered or not) shall continue to belong to such party and nothing in terms of this Agreement shall be construed to mean the transfer of such rights. No party may use the intellectual property of the other, save with the prior written consent of the proprietor of such intellectual property.
- 1.18 This document, together with its annexures, constitutes the whole of the agreement between the parties relating to the subject matter hereof. No oral or written agreements or understandings not contained herein shall be of force and effect, unless subsequently incorporated herein in writing.
- 1.19 The parties hereto select as their respective *domicilia citandi et executandi* the physical addresses set out on the cover page of this Agreement. Any party may change such address on 7 (seven) calendar days' written notice to the other.
- 1.20 This Agreement may be executed in more than one counterpart (and, for the avoidance of doubt, a counterpart may be a facsimile copy), each of which shall be deemed to constitute an original and which taken together shall constitute one and the same agreement.
- 1.21 Neither of the parties to this Agreement may assign their rights or benefits under this agreement without prior written consent from the other party.
- 1.22 **CLIPDROP** may not sub-contract any part of its obligations in terms of this Agreement, without the prior written consent of the Subscriber, which consent shall not be withheld unreasonably. Notwithstanding such consent, CLIPDROP shall ultimately remain liable for due performance of its obligations in terms of this Agreement.
- 1.23 In the event of a dispute, the parties shall meet within 7 (seven) calendar days of a written request by either party therefore in order to resolve the dispute in good faith through mediation. Should the dispute not be resolved, either party may refer the matter for arbitration in terms of the rules of the Arbitration Foundation of Southern Africa.
- 1.24 Termination of this Agreement shall not affect any existing obligations of the parties such as (without limitation) the obligation to keep information confidential.
- 1.25 **The subscriber** is responsible for complying with the terms and conditions of any websites where its job listings are to be posted and the payment, if applicable, of all charges due to the operators of such websites when using **CLIPDROP**.

- 1.26 The **Subscriber** acknowledges that **CLIPDROP** is the owner or licensee of all intellectual property rights in the **CLIPDROP Service** and software used in support of the **Services** and that the **Subscriber** has no rights in, or to, such intellectual property other than the right to use the **Services** in accordance with this Agreement.
- 1.27 The parties acknowledge that **CLIPDROP** will act as a data processor in respect of any personal data regarding **The Subscriber's** employees and applicants processed by it in connection with this Agreement ("Personal Data") and that the **Subscriber** is the data controller with respect to such Personal Data. Each party shall comply with all applicable data protection and privacy laws and directives regarding Personal Data.

2. Indemnity

- 2.1 The **Subscriber** hereby agrees to indemnify **CLIPDROP** against all claims and costs, to the extent caused by:
- 2.1.1 **Subscriber's** failure to comply with any law; or
 - 2.1.2 **Subscriber's** negligent or unlawful misuse of information or data obtained by use of any **System or Service**.
 - 2.1.3 In each such case, provided that **Subscriber** is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim.
- 2.2 Subject to clause 2.5 below, neither party nor any of its servants or agents will, save as aforesaid, be liable for any loss or damage to the other party whether direct, indirect or consequential and howsoever caused, arising out of, or associated with, this Agreement, except where such direct loss or damage is caused by the negligence or willful acts or omission of that party.
- 2.3 The **Subscriber** uses the information provided entirely at its own risk.
- 2.4 Both parties take full responsibility for their interaction with any applying candidate, neither party will hold the other party responsible for their interaction with any candidate.
- 2.5 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure, with such notice to contain details of the circumstances giving rise to it.
- 2.6 If a default due to force majeure shall continue for more than 6 weeks, then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of force majeure.

3. CLIPDROP warrants that:

- 3.1.1 It is able to provide the **Services**, and is in possession of the necessary licenses and permits, if applicable, in order to do so;
- 3.1.2 It will keep all information provided by the **Subscriber** confidential and will not use, copy or publish such information (except in the performance of the **Services**);
- 3.1.3 It will comply with all applicable legislation, including but not limited to data protection laws; and indemnifies the **Subscriber** for any loss or damage occasioned by any breach by **CLIPDROP** of the aforementioned warranties.

4. The Subscriber accepts that:

- 4.1 Content must adhere to current rules and legislation pertaining to electronic mail communication and POPIA.
- 4.2 It is the **Subscriber's** duty and **CLIPDROP** carries no liability, should the **Subscriber** not act in accordance with these rules.
- 4.3 **CLIPDROP** shall be entitled to review the fees set out in the schedule hereto on an annual basis and adjust them should inflation move higher than the average annual increase.
- 4.4 A standard fee increase equivalent to the CPI will be implemented on the anniversary of the contract.
- 4.5 The **Subscriber** may allow **CLIPDROP** to reference the **Subscriber** on **CLIPDROP's** website and **CLIPDROP** may insert a hyperlink to the **subscriber's** careers page.

5. Fees & Duration of Contract.

- 5.1 Fees, as set out section 10, are due 30 days from date of invoice. **CLIPDROP** shall invoice the **Subscriber** well in advance of the due date for payment, the invoice shall be a VAT invoice.
- 5.2 Debit orders and annualised payments will received a 5% discount.
- 5.3 **CLIPDROP** reserves the right to charge the **Subscriber** interest in respect of the late payment of any sums due under this Agreement (both before and after judgment) at 12% per annum from time to time from the due date until receipt of payment.
- 5.4 Fees related to licensing of the platform will be invoiced in monthly instalments during the contract period unless an alternative agreement is reached in writing.
- 5.5 Without prejudice to any other right or remedy available to **CLIPDROP**, **CLIPDROP** shall be entitled to suspend the **Services** should payment not be received on the due date specified in a written notice of non-payment sent by **CLIPDROP** to the **Subscriber** and until payment in full has been made in the case of any arrears.
- 5.6 This contract will come into effect on the date of signature and will remain in effect for the initial period, unless terminated earlier in terms of this Agreement; the contract will thereafter automatically renewal basis until terminated by either party, a calendar months' notice period will apply.
- 5.7 In the event of termination of this Agreement, for any reason whatsoever, **CLIPDROP** shall, as at the instruction of the **Subscriber**, permanently delete any information belonging to the **Subscriber** and/or the candidate. **CLIPDROP** is expressly prohibited from retaining or copying the **Subscriber's** database following such termination.
- 5.8 In the event of early termination of the **Service**, the fees shown in the Schedule and for the duration of this agreement will be payable in addition to any outstanding fees.
- 5.9 Security OTP sign on will be implemented for all accounts.

6. CLIPDROP Shall:

- 6.1 Backup the **Subscriber's** database.
- 6.2 Maintain the integrity of the system.

7. General information required:

- 7.1 Relevant contact person's names for the **Subscriber**:
- 7.2 Relevant contact person's name for **CLIPDROP**
- 8. Credit Reference:
I/we hereby consent to **CLIPDROP** or its cessionary, making enquiries about my/our credit record with any credit reference agency and any other party to confirm the details of this application/contract.
- 9. User level technical and support requests will be dealt with by **CLIPDROP's** staff, video sharing level support will be provided by the **Users**. Subsequent responses will be agreed between the parties, depending on the nature of any technical or support issue, provided the **Subscriber** uses the prescribed methods to raise support requests as stipulated by **CLIPDROP**.

Annex A. Payments Terms and Conditions.

1. **Distribution of the software**

ClipDrop is distributed in South Africa under licensed agreement by INHOUSE PERSONNEL SERVICES SA CC T/A CLIPDROP SA.

2. **Detailed description of goods and/or services**

ClipDrop is a software product used to provides video interviewing and outreach services.

3. **Delivery policy**

Subject to availability and receipt of payment, requests will be processed within 1 day and delivery confirmed by the way of electronic mail (email).

4. **Export restrictions**

The offering on this website is available to South African clients only, under a distribution license.

5. **Return and Refund policy**

The provisions of the service is based on a subscription. The duration of the subscription is the subscribers responsibility.

6. **Custom Privacy policy**

ClipDrop shall take all reasonable steps to protect the personal information of users. For the purpose of the clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

The PAIA may be downloaded from:

<http://lawsofsouthafrica.up.ac.za/index.php/current-legislation>

7. **Payment options accepted**

Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the ClipDrop bank account, the details of which will be provided on request.

8. **Card acquiring and security**

Card transactions will be acquired for ClipDrop by PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may got to

www.paygate.co.za to view their security certificate and security policy.

9. Customer details separate from card details

Customer details will be stored by ClipDrop separately from card details which are entered by the client on DPO PayGate's secure site.

For more detail on DPO PayFate refer to www.paygate.co.za

10. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

11. Responsibility

ClipDrop takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

12. Country of domicile

This website is governed by the laws of South Africa and ClipDrop chooses as its' domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other document or communications of whatsoever nature 55 Preller Drive, Roosevelt Park.

13. Variation

ClipDrop may, in its sole discretion, change this agreement or any part thereof at any time without notice.

14. Company Information

The South African version of this website is run under license as a reseller by INHOUSE PERSONNEL SERVICES SA CC based in South Africa trading as ClipDrop SA and with registration number 200307524223 and Jonnathan Koch (Director)

15. Clipdrop contact details

Company Physical Address: 55 Preller Drive, Roosevelt Park

Email: info@clipdrop.io

Telephone: [+27 11 678 9817](tel:+27116789817)

