

# Terms and Conditions for CAs Online

Welcome to CAs Online, an online recruitment platform owned and operated by Blue Recruiting. By accessing or using this platform, you agree to comply with the following Terms and Conditions. Please read them carefully.

## 1. Intellectual Property and Protection Against Duplication

- 1.1. **Ownership:** All content, design, data, software, and intellectual property on the CAs Online platform are owned by Blue Recruiting and are protected by copyright, trademark, and other intellectual property laws.
- 1.2. **Prohibition of Duplication or Replication:** Users are strictly prohibited from copying, reproducing, duplicating, downloading, republishing, distributing, or otherwise exploiting any part of the CAs Online platform or its content for any commercial or non-commercial purposes without explicit written permission from Blue Recruiting. Unauthorized use may result in legal action.
- 1.3. **Legal Recourse:** Blue Recruiting reserves the right to pursue legal action for any unauthorized use, duplication, or replication of the platform or any of its components, including intellectual property infringement, unfair competition, and violation of contractual obligations.

## 2. Recruitment Introductions and Fee Structure

- 2.1. **Introduction Definition:** Any connection made via CAs Online between a potential employer and a candidate shall be deemed a formal introduction by Blue Recruiting for recruitment purposes.
- 2.2. **Recruitment Fee Obligation:**
  - 2.2.1. By employing or contracting a candidate who was introduced via CAs Online, you (the user/employer) agree that this constitutes an introduction by Blue Recruiting.
  - 2.2.2. You will be liable for the payment of a recruitment fee to Blue Recruiting in accordance with these Terms and Conditions.
- 2.3. **Existing Agreements:**
  - 2.3.1. If you have a pre-existing, signed recruitment agreement with Blue Recruiting, the recruitment fee specified in that agreement will apply to any placements made through CAs Online.
- 2.4. **No Existing Agreement:**
  - 2.4.1. In the absence of a pre-existing signed agreement, Blue Recruiting will negotiate a recruitment fee with you (the employer) for any candidate hired through CAs Online.
  - 2.4.2. The recruitment fee will be 20% of the candidate's first-year total compensation package (inclusive of salary, bonuses, and any other benefits).

2.4.3. Blue Recruiting will invoice the employer upon confirmation of the candidate's employment, and payment will be due within 30 days of the candidate's start date unless otherwise agreed in writing.

### 3. User Obligations and Acknowledgment

3.1. **Binding Agreement:** By using CAs Online, you acknowledge and agree that any introduction made through the platform is binding for recruitment purposes and that the terms of recruitment outlined in this document will apply.

3.2. **Compliance with Laws:** Users of the platform agree to comply with all relevant employment, recruitment, and privacy laws in their jurisdiction when using CAs Online.

### 4. Confidentiality

4.1. **Candidate Information:** Any candidate information shared on CAs Online is confidential and must be used solely for recruitment purposes. Users may not share, distribute, or use this information for purposes outside of recruitment without the prior written consent of Blue Recruiting or the candidate.

4.2. **Employer Data:** CAs Online will treat any employer data submitted to the platform as confidential and will not disclose it to third parties without the employer's consent, except as required by law.

### 5. Limitation of Liability

5.1. **No Guarantee of Placement:** While CAs Online facilitates introductions between candidates and employers, Blue Recruiting does not guarantee the successful placement or employment of any candidate.

5.2. **Platform Availability:** CAs Online makes no guarantees regarding the availability, uptime, or functionality of the platform and will not be held liable for any damages or losses arising from the platform's downtime or malfunction.

5.3. **Indemnity:** Users agree to indemnify and hold harmless Blue Recruiting and its officers, employees, and affiliates from any claims, damages, liabilities, or expenses (including legal fees) arising out of or related to the user's breach of these Terms and Conditions or any misuse of the platform.

### 6. Standard Website Protections

6.1. **Security Measures:** Users are prohibited from attempting to breach or bypass the platform's security measures, including but not limited to attempting unauthorized access, hacking, reverse engineering, or distributing malicious software (such as viruses or malware).

6.2. **Prohibited Activities:** Users must not engage in any activities that may impair the operation or security of CAs Online, including:

6.2.1. Uploading content that contains viruses, trojans, spyware, or other harmful code.

6.2.2. Using automated systems (such as bots or crawlers) to access the platform.

6.2.3. Attempting to interfere with or disrupt the platform's infrastructure, servers, or networks.

6.3. **Accuracy of Information:** While Blue Recruiting strives to ensure the accuracy of the information on CAs Online, we do not guarantee that the content is error-free, complete, or up to date. We reserve the right to correct any errors and update the platform as needed.

6.4. **Third-Party Links:** CAs Online may contain links to third-party websites. Blue Recruiting is not responsible for the content, accuracy, or policies of any third-party sites, and users access these at their own risk.

## 7. Governing Law and Dispute Resolution

- 7.1. **Governing Law:** These Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.
- 7.2. **Dispute Resolution:** Any disputes arising under or related to these Terms and Conditions shall be resolved through binding arbitration in accordance with the rules of the Republic of South Africa Arbitration Association.

## 8. Termination

- 8.1. **Account Suspension or Termination:** Blue Recruiting reserves the right to suspend or terminate any user account without notice if the user is found to be in violation of these Terms and Conditions or engaging in activities harmful to the platform or other users.
- 8.2. **Effect of Termination:** Upon termination of a user account, all rights and licenses granted to the user will immediately cease, and the user must discontinue all use of the platform and its content.

## 9. Changes to the Terms and Conditions

- 9.1. **Modification:** Blue Recruiting reserves the right to modify or update these Terms and Conditions at any time without prior notice. Users will be notified of significant changes, and continued use of the platform will constitute acceptance of any modified terms.

By using CAs Online, you agree to abide by these Terms and Conditions. If you do not agree with any part of these terms, you must discontinue the use of the platform immediately.