

## **Terms and Conditions of Use**

### **1. Introduction**

- a. Welcome to CareerPoolBotswana.com, also registered as CareerPoolAfrica.com. CareerPool (Pty) Ltd. is a company that specializes in providing a job board advert platform connecting candidates with job opportunities in Botswana that are posted by our clients. “CareerPool,” “us,” “we,” and “our” refer to the owner of this website. The term “you” or “your” refers to the user or viewer of this website. “Parties” refers to CareerPool and you.
- b. By accessing this site and/or using any of its services, you agree to abide by the following terms and conditions (collectively known as the “Agreement”), which represent a legally binding contract encompassing the rights and responsibilities of the parties. Therefore, you should carefully read this Agreement before using any of our services. If you do not agree with any of the terms of this Agreement, you should not access or view our website, or register for or use any of our services. Unless otherwise agreed to in writing by CareerPool, this Agreement prevails over any other terms or conditions claimed by you.
- c. We reserve the right to amend the content of this Agreement at any time. No variations can be made by you to this Agreement without the prior written consent of CareerPool. By visiting this website, you agree to the most recent version of the Agreement that presently appears on our website. Therefore, you should view this Agreement regularly when visiting our website.
- d. The headings contained in this Agreement are for convenience only and do not affect the interpretation of the terms of this Agreement.
- e. By visiting this website, you warrant that you have the legal capacity to enter into, and be bound by the terms of, this Agreement. If you are a minor, your legal guardian must assist you in reading this Agreement.

### **2. Intellectual Property**

- a. The content of this website, including, but not limited to, the design, layout, text, photographs, graphics, and software, are protected material owned and/or licensed for use by CareerPool. Reproduction of any such material, other than as is necessary for reasonable personal use, is prohibited.

### **3. Links**

- a. From time to time we will provide links to the websites of third parties. CareerPool has no control over these websites, and we therefore have no responsibility for their content. Accordingly, you visit these websites subject to your own risk and pursuant to those websites’ terms of use and privacy policies. The owners of these websites may collect information from you pursuant to a privacy policy different from our own; therefore, it is up to you make yourself aware of the relevant terms of use of third party websites. Our linking to these websites does not signify that we endorse their content or material.
- b. You may not create a link to this website, via any medium, without CareerPool’s prior written consent.

#### 4. Protecting Your Privacy

- a. Personally Identifiable Information (PII): As a company offering a job board advert service, we collect data submitted by users and PII provided by candidates interested in jobs that are posted on our website. PII is any type of information that would enable the identification, by direct or indirect means, of an individual to whom the information applies. PII may include information (1) directly identifying an individual, such as a name, address, ID number or other individual-based identification number, email address, telephone number, etc.; or (2) by which CareerPool may indirectly identify an individual in conjunction with other data elements. Furthermore, information allowing for the physical or online contacting of a particular individual is the equivalent of PII.
- b. Cookies: CareerPool may store a small file, known as a cookie, on your computer when you visit our website. Cookies allow you to more easily log on to and use our website. Furthermore, by using cookies, we are able to personalize the content of our website to your needs. Cookies also allow us to collect and compile general information from users on the functioning and use of our website. The information we obtain through cookies is particular to your computer and cannot be used to identify you as an individual. Instead, CareerPool uses this information to assess the functioning of our website and to improve your experience when visiting our website. You may delete CareerPool's cookies or block the functioning of such cookies; however, doing so may limit your ability to utilize all of the features of our website. You can learn more about cookies at <http://www.allaboutcookies.org/>.
- c. Our Use of Your Data: As part of the services we provide, we may disclose your PII in the following ways:
  - i. To provide prospective employers with access to the PII contained in your profile and/or curriculum vitae (CV), if you decide to publish your profile on our website;
  - ii. To inform you of job opportunities that may be of interest to you;
  - iii. To notify you of upcoming workshops and/or trainings, market trends, recently registered candidates or employers, etc.;
  - iv. To assess and improve the services we provide;
  - v. To enforce or apply the terms of use for our website; and
  - vi. To let you know when the services we offer change.
- d. Compelled Disclosure: We also may be compelled to disclose your PII in order to comply with a court order, or pursuant to additional legislative, regulatory, or other legal requirements. Furthermore, we may be required to release your PII so as to protect the rights, property, or safety of CareerPool, users of the website, and the public. Finally, we may disclose your PII to a third party in the event that CareerPool is acquired by, or merges with, that third party.
- e. Password-Protected Areas: Particular areas of our website require users to provide appropriate credentials, including a proper username and password, in order to gain access to these areas. It is your responsibility to maintain the confidentiality of your username and password; accordingly, you must not disclose this information to any third party. If you believe that the confidentiality of your username and/or password has been violated, you must notify us. You are solely responsible for the

unauthorized use of this website under your username. If you forget your password, please use our password retrieval feature [here](#). If you are having difficulty retrieving your password, please feel free to email us at [info@careerpoolbotswana.com](mailto:info@careerpoolbotswana.com) or [info@careerpoolafrica.com](mailto:info@careerpoolafrica.com).

## **5. Registration**

- a. In order to use the services we offer, you will be required register with us by creating an online account. CareerPool may accept or reject, at our discretion, a user's registration request. As part of the registration process, you will be asked to provide particular information, including, but not limited to, a valid email address. You may not create more than one CareerPool account without our permission.

## **6. Terms Relevant to Candidates**

- a. Creating Your Job Profile: Once you have created your candidate online account, you will be allowed to create and manage an online profile. Your profile may contain your (1) name, (2) contact information, and (3) relevant employment information, i.e. your CV.
  - i. Your profile will be stored in our candidate database, but will remain dormant until you decide to publish your profile. Only published profiles are searchable by employers. Employers using our candidate database will be able to find individuals who are qualified for particular types of employment in a relevant geographical location.
  - ii. If you no longer wish to have your profile searchable and viewable by prospective employers, simply unpublish your profile. You will now be dormant in our system, i.e. unseen by employers.
- b. Uploading your CV: You may also upload a copy of your CV to your profile. Employers may access and/or download CVs of individuals with whom they are interested in engaging. Therefore, do not include any PII that you would not want third parties to know about you. Your CV must be in .pdf, .doc, or .docx format.
- c. Accuracy of Your Information: The information contained in your user profile and/or CV must accurately depict you; therefore, it is your obligation to maintain the accuracy, truthfulness, and completeness of your information. We assume no responsibility for damage, loss, or liability you may incur as a result of inaccurate or incomplete information contained in your profile and/or CV.
- d. Prohibited User Content: CareerPool prohibits user content that (1) is obscene, lewd, or otherwise offensive; (2) is abusive, threatening, or harassing; (3) is derogatory or discriminatory; (4) is defamatory or libelous, or otherwise promotes false, misleading, or inaccurate information; (5) contains or provides links to pornography, or other indecent or sexually explicit material; (6) promotes, endorses, or provides instructions about illegal activities or activities otherwise prohibited by this Agreement; or (7) seeks PII from other users. This list is for illustrative purposes only. Therefore, CareerPool may prohibit content not listed above which we reasonably believe is not in CareerPool's best interests. Content falling within Section 7(d) will be removed and/or form the basis for the termination of a user's account, in accordance with Section 8 below.

- e. Disclaimer: The job postings and descriptions on this website do not constitute an employment agreement between an employer, a job candidate, or a reader of a job posting and/or description. Job postings and their descriptions may change depending on the needs or requirements of the employer or the job. Submission of information in any form, including CVs, does not guarantee a response or create any obligation on the part of any other individual or entity.

## 7. Terms Relevant to Employers

- a. Fees: Services provided to our clients will be charged at the rates outlined on our Service Fees page. This page is included in this Agreement by reference. All fees exclude VAT. As indicated on our Pricing page, the costs of all of our services are calculated in terms of credits, and our pricing guidelines may be changed at any time. Purchased credits (1) will never expire; (2) may be applied to any other service Career Pool offers, now or in the future; and (3) are transferrable to a third party in the event your company or organization closes or merges with that third party. Employers will be liable for payment upon invoice. Payment must be made prior to the provision of any of our services, i.e. the posting of a job or the provision of access to a database. We reserve the right to enter into individual agreements with specific clients from time to time, should such agreements be mutually beneficial.
- b. Dispute of Charges: If you dispute any charges under this Agreement, you must notify CareerPool **within 30 days** of such charge. The failure to notify CareerPool within this prescribed time period will constitute a waiver of any claims against CareerPool over the disputed charge.
- c. Display of Job Postings: CareerPool will use reasonable skill in displaying each job posting on our website for a period of 30 days. After this 30 day period, the job posting will expire and will no longer be viewable on our website. You may cancel a job posting at any time during this 30 day period. However, you will not be entitled to any refund should you decide to cancel a job posting prior to the conclusion of the 30 day period.
- d. Prohibited Job Postings: A job posting may not contain (1) misleading or hidden keywords, or keywords that have no relevance to the job posting at issue; (2) inaccurate or misleading information; (3) any hyperlinks, unless with the prior approval of CareerPool; (4) the names of any universities or localities irrelevant to the posted job opportunity; (5) more than one job opportunity or job description; or (6) any indecent or sexually explicit material. Furthermore, you may not use your job posting to (1) post job opportunities in a way contrary to local, national, or international laws; (2) determine a candidate's eligibility for services unrelated to the job opportunity, such as for credit or insurance purposes; (3) sell or advertise products or services; (4) link to, or provide any information about, a CareerPool competitor in any way; (5) advertise job opportunities that are sexual in nature; (6) promote a particular religious denomination; or (7) advocate on behalf of a particular political party or agenda.
  - i. We reserve the right to reject, remove, or modify any job posting that does not comply with the above terms, or that we reasonably believe is contrary to CareerPool's best interests. If CareerPool rejects, removes, or modifies

- a job posting, you may appeal the decision by emailing us at [info@careerpoolbotswana.com](mailto:info@careerpoolbotswana.com).
- ii. If it is later discovered that you misled or misrepresented the business activities that you advertised on our job board, CareerPool may terminate your account. You are solely responsible for the content of the job opportunities you post on the CareerPool website.
- e. **User Profile and CV Databases:** In using our user profile and CV databases, you agree to comply with all relevant privacy and data protection laws, and to use appropriate measures to protect the data, information, and documents you have obtained from these databases. You further agree to refrain from providing data acquired from these databases to third parties, unless CareerPool consents. You shall also maintain the confidentiality of the login credentials required to log in to our website and access our databases. You may use CareerPool's databases only as they are intended to be used, i.e. as a platform to connect with potential employees for the purpose of filling an available employment position or positions. Any other use is prohibited, and may be grounds for termination of your account in accordance with Section 8 of this Agreement.
- f. **Disclaimer:** CareerPool does not warrant that users are who they claim to be, or that the information submitted by users is true, accurate, and/or complete. CareerPool is not responsible for the employment decisions that you or any other entity makes with regards to any job opportunity posted on our website. We are not an employment agency, search and selection agency, or matching agency. We are an online job board advert platform. You, as the employer, are obligated to determine the suitability and eligibility of a candidate, including, but not limited to, verifying the claims contained in a candidate's profile and/or CV. Accordingly, CareerPool shall not be liable to you for any loss, damage, costs, expenses, or claims for compensation arising from any material or instructions supplied by a candidate which are incomplete, incorrect, inaccurate, illegible, or defective in any other way. Furthermore, we shall not be liable to you for the indirect or consequential loss of profit, loss of business, or the loss of any other nature whatsoever.

## **8. Termination of Your Account**

- a. Should you breach any of the terms of this Agreement, CareerPool may remove the offending information or data from our site and/or terminate your account.
- b. By visiting and/or using this website, you understand and agree that you have no ownership or property rights in the information or documents you submit or upload to the CareerPool website. Therefore, should we be required to terminate your account, any of your information or data stored on our website will be deleted from our databases and removed from publically accessible areas of our website.

## **9. Warranties, Representations, and Limitations of Liability**

- a. CareerPool provides this website "as is." We make no warranties or representations concerning any portion of this website, including, but not limited to, the functionality of the website, the content of the website, the reliability of the website, or the completeness and/or accuracy of the information displayed on the website.

- b. CareerPool specifically disclaims liability for any damage, loss, or liability arising from the use or inability to use the website. This nonliability shall include any direct, indirect, consequential, special, incidental, or punitive damages; damage to or loss of data; economic losses; or the loss of good will or reputation.
- c. CareerPool reserves the right to suspend the functionality of the website, without notice, for maintenance or other technical reasons.
- d. CareerPool does not guarantee the compatibility of the website with your computer or any other device you may use to access the website.
- e. CareerPool does not guarantee that the website is free of viruses or any other destructive code. It is your responsibility to adequately protect your computer or device from such malicious viruses, codes, or software.

#### **10. General Provisions**

- a. CareerPool's failure or delay in enforcing any right or provision contained in this Agreement shall not be construed as a waiver of such right or provision, nor shall such failure or delay invalidate any part of this Agreement or prevent us from taking legal action against you.
- b. If any part of this Agreement is held to be invalid, illegal, or unenforceable, such part will be deleted. The validity and force of the remaining provisions will be unaffected.
- c. The unauthorized use of this website may result in criminal penalties, or a claim for civil damages.

#### **11. Applicable Law**

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Botswana.

If you have any questions about the conditions contained in this Agreement, please email us at [info@careerpoolbotswana.com](mailto:info@careerpoolbotswana.com) OR [info@careerpoolafrica.com](mailto:info@careerpoolafrica.com)