

The Terms of Our Relationship with Your Organisation

1. A quick introduction to who we are and the services we provide.

Harambee Youth Employment Accelerator (registration number:2011/009632/08) ("**Harambee**", "**we**", "**us**" or "**our**") is a successful public-private partnership, founded by government and the private sector, that has scaled up to respond to the multiple challenges of South Africa's youth unemployment crisis. It has done this through an award-winning Pathway Manager, a capability to match, prepare and transition excluded youth into economic opportunities - this capability has been formally adopted by all social partners as an enabling intervention in the Presidential Jobs Summit Framework agreement. Our technology enabled "Pathway Manager Platform" connects work-seekers with learning and earning opportunities developed through partnerships with government, businesses and organisations like yours ("**you**", "**your organisation**" or "**your**").

2. The legal terms of our relationship with you

- 2.1 If you decide to use our Partner Network (owned and operated by Harambee Youth Employment Accelerator NPC, registration number 2011/009632/08, hereinafter referred to as "Harambee"), we need you to understand what our obligations are to you and what your obligations are to us. We call this document our terms of service ("our terms"). It is important that you read it carefully and understand what it says.
- 2.2 Our terms will apply when you access our website (www.sayouth.co.za) and the Partner Network (www.partners.sayouth.org.za) to use our services. By registering on the Partner Network, you agree to accept our terms.
- 2.3 As we will hold some sensitive personal information for yourself, your organisation and/or your beneficiaries, we need you to be satisfied with how we will deal with your information. It is important that you are not only happy with our terms, but that you are also happy with how we hold or process your personal information. We explain how we hold or process your information in Section 3 below. Please read this section carefully, because it is important that you understand and agree to the ways in which Harambee processes your personal information before signing up with us.
- 2.4 Our terms may change from time to time. When we change them, the changes will be made on our website or on the Partner Network itself. Please ensure that you visit our website or the Partner Network and regularly read our terms. Although we do not promise to do so, we may give you notice of any changes we think are important.

2.5 We will not charge you a monetary fee for the use of our Partner Network. However, in exchange for the use of the Partner Network, we require you to provide us with the following:

2.5.1 Placement feedback and evidence if required on whether a work-seeker has been hired or not. If we do not receive feedback from you within 20 working days of the closing date of the opportunity, we reserve the right to remove you from the Partner Network.

2.5.2 A commitment to hiring inclusively;

2.5.3 A commitment to operating within the ambits of the Basic Conditions of Employment Act No. 75 of 1997 (BCEA), as amended from time to time (excluding self-employment opportunities);

2.5.4 A commitment that you will not charge a monetary fee for services and products provided to work-seekers, and that no direct, indirect, or associated fees, costs, or subscriptions are included in the services and products that you provide to work-seekers.

2.5.5 Performance feedback of work-seekers where appropriate; and

2.5.6 Feedback on the services provided by the Partner Network.

3. **How we use your personal information and provide our services to you**

3.1 To allow us to provide our services to you, you will need to register and create an account on our Partner Network ("**your account**"). For purposes of administering your account, we will communicate with you on the email address and mobile or telephone numbers you used to register with us. If you appoint representatives (e.g. employees, agents or contractors) to use your account ("**users**"), we may communicate with them too. Once you have registered on the Partner Network, we refer to your organisation as our "partner". This, however, does not make us partners in the legal sense.

3.2 All information that we collect from you, and your beneficiaries will be processed in accordance with the Protection of Personal Information, 4 of 2013 ("**POPIA**"). By registering with us, you consent to us collecting and processing your personal information, as well as the personal information of consenting third parties, in the ways described in these terms.

- 3.3 You also undertake that, where you upload or provide us with consenting third parties' personal information e.g. your additional users (employees or representatives), young people or work seekers, you will have obtained their freely given consent to do so, and you have obtained undertakings from them that they also accept our terms. This includes sharing with them that, once uploaded to the Partner Network, we will contact them to register on our network. If we require it, you will provide us with evidence of having obtained the required consent (if applicable).
- 3.4 Your account will have two levels of users: a super-user and an ordinary user. Please ensure that super-users are trusted and responsible members of your organisation and that they have the appropriate authority to add other users to the account.
- 3.5 We will, at our discretion, conduct verification checks on both your organisation and your users. This may involve communicating with your organisation or users to verify the creation of the account.
- 3.6 Our services involve reviewing and analysing the information your organisation uploads, in order to match you with suitable youth seeking gainful income-earning, work experience and learning opportunities ("**work-seekers**"). We collect work-seekers' details, provide learning content and match them to organisations like yours, who have suitable opportunities for them.
- 3.7 Harambee utilises certain tools like Large Language Models, Natural Language Models and Algorithms to recommend and match young people to opportunities. The purpose of these models is to improve hiring outcomes for our job seekers and to support our employers in considering certain aspects of job applications more effectively. Further information regarding these models can be provided on request.
- 3.8 The information that is provided by work-seekers is self-reported, and Harambee is not responsible for the accuracy, verification thereof or otherwise of this information. If a work-seeker is not a South African citizen, it is the responsibility of the prospective employer to verify their legal status to work in the country.
- 3.9 Work-seekers who apply for your opportunities are ranked based on various factors such as, but not limited to, education, experience, social inclusion and geographic location, in accordance with the requirements of the opportunity. In order to register as a partner, and especially for the purpose of determining whether a work-seeker is suitable for your organisation, we are required to use the

work-seeker and/or your information provided to us in a number of ways. This may include:

- 3.9.1 conducting criminal, credit, reference or other related background checks;
 - 3.9.2 conducting organisational assessments;
 - 3.9.3 reporting to donors/funders;
 - 3.9.4 obtaining funding for programmes;
 - 3.9.5 conducting statutory, financial, performance and BBBEE audits
 - 3.9.6 conducting research;
 - 3.9.7 promoting SA Youth, Harambee, Tshepo 1Million, or other, similar programmes; and
 - 3.9.8 creating and maintaining a partner database for learning and research purposes.
- 3.10 The information you provide when you register will be stored on servers located outside South Africa, but we will ensure that the holders of that information are subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection similar or higher than that in South Africa.
- 3.11 By accepting our terms, you (and for the avoidance of doubt - your organisation) therefore agree and consent to us doing all of the above.
- 3.12 You have various rights under these terms and as laid out in POPIA, including the right:
- 3.12.1 to be notified that your personal information is being collected or that your personal information has been accessed or acquired by an unauthorised person;
 - 3.12.2 to find out whether we hold your personal information and to request access to your personal information;
 - 3.12.3 to request us, where necessary, to correct, destroy or delete your personal information;
 - 3.12.4 to object, on reasonable grounds, to the processing of your personal information;
 - 3.12.5 to object to the processing of your personal information for purposes of

direct marketing, including by way of unsolicited communications;

3.11.6. not to be subject, in certain circumstances, to a decision which is based solely on the automated processing of your personal information;

3.13 We may share data with parties within our ecosystem (for example Industry Bodies that you've indicated that you belong to as part of the registration process as well as employment programmes like YES), as well as partners and programs funded by Harambee, for the purposes of tracking performance on internal and external initiatives, as well as for research purposes. The data relates to your:

3.13.1 Partner profile Opportunities loaded, including all information related to the opportunity

3.13.2 Work seekers loaded

3.13.3 Applicant/s that applied to your opportunities

3.13.4 Applicant/s that you have indicated as being hired

4. Your account passwords and account access

4.1 Given the sensitivity of the information we hold on your behalf, it is very important that you keep control over your account. You must prevent anyone from accessing your account by not disclosing your account details i.e. usernames, passwords and/or your password reset pin, or any information associated with your account.

4.2 You need to make sure that you do not fall for tricks that hackers and other fraudsters may use to try to get access to your account. Learn about phishing and other such techniques. Do not click on strange links in emails and always keep your passwords strong and secure. We are not responsible for any damages or harm you may suffer if unauthorised people access your account through no fault on our part.

4.3 Harambee takes all reasonable precautions to protect the security and integrity of the information you provide to us, and if we outsource the processing of your personal information to a third-party operator, we will ensure that the operator processes and protects your personal information using reasonable technical and organisational security measures.

- 4.4 You may not sell the right to use the Partner Network or any part of it to any other person or organisation or cede or assign any of your rights under these terms without our prior written consent.
- 4.5 In using the Partner Network, and during your recruitment of work-seekers, we expect your organisation to take into account the objectives of inclusivity and diversity.
- 4.6 It is a material term of your use of the Partner Network and the services we provide, that you do not infringe the right to dignity in your communications with work-seekers and third parties. Communications that are discriminatory, derogatory, sexist or racist will be considered a material breach of these terms and will allow us to immediately terminate our relationship with you.
- 4.7 In order for us to monitor the success of and track the impact of the Partner Network on providing opportunities for unemployed youth, we will require you to provide us with feedback through our "outcomes" feedback page. This is a material requirement of the service we provide and your failure to provide feedback may result in restrictions on or a halting of your use of the Partner Network.

5. Your interaction with third-party applications while using our website or the Partner Network

- 5.1 It is important to note that while using our service, you may encounter third party applications (these include websites, widgets, software, or other software utilities) ("applications").
- 5.2 When you use these applications, you may be subject to their terms. Please ensure that you understand their terms, as they may be very different to ours. We are not responsible for any agreements you may reach with them.
- 5.3 The address that you provide to Harambee will be verified using Google Maps features and content, which is subject to the Google Maps/Google Earth Additional Terms of Service and Google Privacy Policy.

6. Our assurances to you as a service provider

- 6.1 Given the sensitivity of your organisation's information, we will ensure that a limited number of our staff members access it. We will do any necessary background and security checks on our staff. We will also ensure that they have signed appropriate non-disclosure and confidentiality agreements with us in order to further protect you.
- 6.2 If we notice any suspicious activity on your account, we may suspend it, notify you of this and, if necessary, report any unlawful behaviour to any authorities we are legally obliged to.

7. Right of use and Termination of our services

- 7.1 We reserve the right to refuse access to and use of our Partner Network to individuals and organisations who do not comply with our terms, or where our services may be used in a way that may cause risk of harm, damage, or loss to work-seekers, us, other users, or third parties. If you are unsuccessful in registering to join our Partner Network, we will take reasonable steps to notify you accordingly and advise you on what steps you may take to comply with our terms.
- 7.2 We may terminate our services, or any part of our services, at any time in response to unforeseen circumstances beyond our control or to comply with a legal requirement. We will immediately terminate our services to you if you breach our terms or if you use our services in a way that would cause a risk of harm or loss to work-seekers, us, other users or third parties or where you break any applicable law.
- 7.3 In addition to the termination provisions set out above, and whilst the relationship between us will be for an indefinite period, both you and we may terminate our terms on one calendar month's written notice.

8. Liability for our services

- 8.1 We will not be responsible, and you agree to absolve and indemnify us from any liability, for any loss, injury, expense or damage of any nature, and which you or any other person associated with you, who accesses, uses or relies on our services, may suffer. This is unless such liability is proved to have been caused by our negligence or gross negligence, in which case you agree that any claims brought against Harambee shall be limited to R20,000.00 (twenty thousand rand).

- 8.2 Given that all information that work-seekers provide to us is self-reported and we do not verify it, we will not be held liable for any misrepresentations that they make. You therefore agree to indemnify us against any lost profits, revenues, data, financial losses or indirect, special, consequential, exemplary, or punitive damages brought about in this regard.
- 8.3 You further agree to indemnify us for any lost profits, revenues, data, financial losses or indirect, special, consequential, exemplary, or punitive damages brought about in any way by use of the Partner Network.
- 8.4 In all cases, we and our affiliates will not be liable for any loss or damage that is not reasonably foreseeable.
- 8.5 For purposes of this clause, the indemnities you agree to, extend to all our employees, third-party service providers, management and directors.

9. Liability for our services

All intellectual property on our website and our Partner Network, including but not limited to content, design elements, databases, text, graphics, drawings, images, icons, logos, trade names, service marks, trademarks, hyperlinks and domain name(s), whether registered or not ("intellectual property") is either our intellectual property, that of our affiliates or is licensed to us. Please do not use the intellectual property without getting our prior written consent. This includes storing our intellectual property or transmitting it to any other website, mailing list, electronic bulletin board, server or other storage device or network; or copying, modifying, reverse-engineering, reproducing, displaying or distributing it. If we give you consent to use our intellectual property, we will be entitled to withdraw such consent on reasonable notice, which will not be less than 30 (thirty) calendar days.

10. Confidentiality

- 10.1 The Partner Network uses "cookies" (a text file with no executable code) and other technologies for data analysis and personalisation. This means that a small file may be stored locally on the device used to access the website and/or Partner Network in order to collect information. By registering on the Partner Network, you agree to the use of these cookies.
- 10.2 We will ensure that your information is kept confidential and secure. We will use no less than industry standard security methods to protect your information. In terms of the Protection of Personal Information Act, 2013 ("POPIA"), by registering for this service you are obligated to maintain the same, or better,

levels of confidentiality and security, and to not disclose any of our or work-seekers' confidential information to any third parties. You are also obligated to notify Harambee immediately if there are reasonable grounds to believe that the personal information of a data subject provided to you by Harambee has been accessed or acquired by an unauthorised person.

- 10.3 It is important for you to be aware that, for purposes of reporting, learning and statistics, we may pass certain information on to stakeholders such as government or donors/funders. This information may include your organisation's name, the number of work-seekers you recruited through the Partner Network, the number of work-seekers you may have referred to us and the personal information of those work-seekers. Some of these donors may be located outside the country, but Harambee will ensure that they abide by similar levels of data protection as those present in South Africa.
- 10.4 Apart from disclosures to stakeholders, we will only disclose your information if we are required to do so in accordance with a law or if we are required to do so by an order of court. We expect a similar undertaking from you in this regard.
- 10.5 In the event that our relationship ends, we will require you to stop using our confidential information and intellectual property. We may request you to provide written confirmation of this.
- 10.6 For purposes of these terms, "confidential information" means all information, including work-seekers' personal information, that you or we obtain from each other as a result of the services and these terms, including that which is clearly marked as confidential or which is obviously of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure.
- 10.7 For the purposes of these terms, "personal information" means information relating to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person, according to the definition in POPIA.

11. Personal Information

- 11.1 Each of the parties shall not, whether during the Term of this Agreement or any time thereafter, process personal Information made available by the other party or otherwise obtained pursuant to this agreement for any purpose other than:
 - 11.1.1 to give effect to the terms of this agreement;

11.1.2 at all times strictly in compliance with the provisions of applicable laws and the POPIA with respect to the lawful processing of personal Information;

11.1.3 provided all reasonable and appropriate measures are taken to preserve the integrity and confidentiality of the personal information and to prevent any unauthorised processing, access, use, corruption or loss of the personal information; and

11.1.4 in the event that a party transfers any personal Information to a third party, such is done with the prior written consent of the other party, and if such consent is obtained, the parties shall procure that any such third party enters into an agreement undertaking to comply with the provisions of the POPIA; and the written consent of the data subject to whom the Personal Information relates shall be obtained accordingly.

12. Data Processing

12.1 By accepting this agreement you warrant and undertake that as the receiving party:

12.1.1 You will secure the integrity of the personal information in your possession or under your control by taking appropriate, reasonable technical and organisational measures to prevent loss of, or damage to, or unauthorised destruction of the personal information or unlawful access to or processing of the personal information and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal information to be protected.

12.1.2 You will have due regard to generally accepted information security practices and processes which may apply to your organisation;

12.1.3 You will comply with the information security practices and procedures and applicable industry or professional rules and regulations.

12.1.4 You have rules, procedures and systems in place to ensure that any third party authorised to have access to the personal information will respect and maintain the confidentiality and security of the personal information. Any person acting under your authority, including your employees, directors, agents, professional advisors as well as an operator, shall be obligated to process the personal information only on instructions from you under a written agreement. This provision does not apply to people

authorised or required by law or regulation to have access to the personal information.

12.1.5 In the event that you make use of an operator in respect of the shared personal information, you will do so only by way of a written agreement with the operator which imposes the same obligations on the operator as are imposed on you under this agreement. You will remain responsible and fully liable for any processing under this agreement rendered by the operator and the protection of personal information obligations set out in this agreement.

12.1.6 In addition to the other obligations set out above, you will: take reasonable steps to ensure the reliability of any of your personnel who have access to the personal information; limit access to the personal information only to those personnel who need to know to enable the you to achieve the purposes and objectives of this agreement and ensure that personnel used by the you to process the personal information have undergone training in the care and handling of the personal information.

12.1.7 You do not, in the ordinary course of business, transfer personal information to third parties in foreign countries and all data and personal information are stored on servers in the Republic of South Africa. Where this is not the case, you will ensure that data is stored in countries subject to similar and, or more stringent privacy policies.

13. Dispute resolution

13.1 Our terms are governed by, and interpreted in accordance with, the laws of the Republic of South Africa.

13.2 This clause does not limit the aggrieved Party's rights or remedies that it has under this Agreement or at law and shall remain in effect even if the Agreement expires or terminates for any reason whatsoever.

13.3 Save as may be expressly provided for elsewhere in this Agreement, any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement shall be resolved in the first instance by the Parties procuring that their respective senior representatives meet to negotiate with each other in good faith in an effort to resolve such dispute. The Party declaring the dispute shall give written notice to the other Party setting out the nature of the dispute.

- 13.4 Any dispute which is not resolved amicably through consultations or negotiations shall, subject to the other provisions of this Agreement, be settled by arbitration in terms of the arbitration laws of the Arbitration Foundation of Southern Africa ("AFSA") for the time being in force in the Republic of South Africa.

14. Notices, communication and storage and protection of information

- 14.1 We will need you to provide us with a physical address at which you will receive any notices or formal documents, we may need to deliver to you (the Latin term for this address is *domicilium citandi et executandi*). This address will be the address you give when you register your account.
- 14.2 Communications between you and us will occur mainly through electronic communications and by telephone. Please be aware that the integrity of electronic communications and telephones cannot be guaranteed.
- 14.3 By registering on the Partner Network, you agree that Harambee may contact you about relevant and similar recruiting opportunities or campaigns in the future or request information about your available opportunities.

15. Entire agreement

- 15.1 Our terms, read with our privacy policy, regulates the entire understanding between us and you concerning our relationship.
- 15.2 If any part of these terms are found to be invalid, you agree that the remaining parts will still be valid and enforceable.

16. Waiver and assignment

- 16.1 We cannot be regarded as having waived, relaxed or changed our terms unless this was done in writing and signed by one of our directors.
- 16.2 You may not assign either these terms or your account to any third parties, without our prior written consent.
- 16.3 You warrant that you are duly authorised to represent your organisation and to accept these terms on its behalf.

17. Legal costs

If you are not sure of any part of our terms, please get legal advice before accepting them. We will not be responsible for any legal cost you may incur to get the advice.

18. Further Information

If you have questions about these terms and conditions, or would like to exercise your right to object to the processing of your information or stop receiving communications from Harambee, please contact Harambee on info@sayouth.co.za.