

Licence terms & conditions covering the use of the Recruitment Software at TEAMiQ.com and AfricasTopJobs.com.

1 Definitions

The "System" and Your "Account" refer to Your Account within the recruitment software that We have made available as a hosted solution via the websites at TEAMiQ.com and/or AfricasTopJobs.com.

"We", "Us" and "Our" refer to TEAM iQ Limited of 14 Bassett Crescent West, Southampton, SO16 7JR and our authorised agents.

"You" and "Your" refers to the Customer Organisation set out in the Schedule to this Agreement, and to any agents acting on Your behalf.

"Agreement" refers to this Agreement including the Schedule and any subsequent variation of it agreed in accordance with this Agreement.

2 Licence to use the System

You are licensed to use the System to recruit and process job applications subject to the terms of this Agreement.

3 Free Trial

Your initial use of the system will be a Free Trial for which no Licence Fee will be payable. The Free Trial will last for the first 30 days or any subsequent period agreed by us.

4 Premium Subscription and Licence Fee

If you choose to continue using the system beyond the period of your Free Trial, then Premium Features will only be made available to you if you choose to pay the Licence Fee set out at <http://www.teamiq.com/Pricing>

If you choose not to pay the Licence Fee then your continued use of the system will be restricted to free features only and a maximum of one open job vacancy at any point in time.

5 Termination

You are free to terminate your use of the System at any time by simply not paying the Licence Fee and/or stopping using the System.

We can only terminate this Agreement in accordance with the terms of the Agreement.

Licence fees paid in advance are not refundable under any circumstances.

6 Effect of Termination

Following termination Your access to the System will end and We will delete your Account and any and all data that may be in it without further reference to you.

7 Software support service

For as long as you continue to pay any Fees due under this Agreement We will provide user and technical support via email and/or online database at no additional cost to you.

We will access, read and preserve by way of backup, the data in your Account in order to support and maintain the System, and monitor your compliance with the terms of this Agreement and you accept that it is necessary and desirable for us to do so.

You understand that use of the System will involve transmission over various networks and international borders, some of which may not be subject to EU privacy and data protection laws or equivalent, and you accept the necessity and hazards associated with this.

8 Acceptable use policy

If We decide that your use of the System is illegal, immoral or offensive, or causes detriment to us or other users of the System then We will have the right to remove or delete any content uploaded or placed into the System and to ask you to stop using the System in this way.

You have no right of appeal against any acceptable use policy decision We make. If We are not satisfied that you have made any acceptable use changes We requested then We are entitled to terminate your licence to use the System, and block your further access to it.

9 Variations to this Agreement

We can update the terms of this agreement from time to time, publishing the updated terms on our website at WebsiteRecruitment.com/terms-and-conditions. Any such updates will automatically apply to Your subsequent use of the system if You

choose to continue to use the System. If you are mid-term within an existing agreement at the time the variation is published then that variation will apply to you if and when you choose to renew this agreement upon the terms then current.

Any other variation to this agreement is only valid if expressly agreed between the parties to be a variation to this agreement.

10 Jurisdiction & Governing Law

This Agreement is subject to the exclusive jurisdiction of the courts of England & Wales.

11 Complying with applicable law

You are solely responsible for, and will actually comply with any and all applicable laws and regulations that may affect your use of the System. If your use of the System is or would be in violation of any laws that affect you, then you must not use the System.

12 Ownership of and access to data

You own any and all data and files uploaded or placed into the System, and You are solely responsible for the integrity, accuracy, legality and security of that data. We make no warranties nor accept any liability in that respect.

Your right to use the System to store and access that data is subject to Your continued licence under this Agreement, and ceases upon the termination of this Agreement.

13 Disclaimer of warranties

Your use of the System may be subject to difficulties and delays including viruses and other problems inherent in the use of the internet and We are not responsible for any delay or damage caused by such problems.

During the validity of Your licence to use the System We will support and maintain the System for the sort of use described at www.teamiq.com, and endeavour to ensure that the System is generally available 24 hours a day every day, with the exception of any planned maintenance.

We make no representation that the System is fit for any purpose that You intend to put it, nor that the System will be secure, timely, error free or operate as You expect.

14 Indemnity

You indemnify Us, Our agents, officers and employees against any claim, costs, damage or loss arising out of or in connection with Your use of the System, your violation of this Agreement, of any applicable law or any claim by any third party that Your use of the System infringes their rights or causes them harm in any way.

15 Non waiver

In no event shall any delay, neglect or forbearance on the part of any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement.

16 Payment of Taxes

Customers in the UK are charged VAT calculated at standard rates on the licence fee applied. Customers elsewhere in the EU will also be charged VAT unless they provide a VAT registration number prior to invoice.

Customers elsewhere in the world are not charged UK or other VAT or taxes, and are responsible for accounting for any locally taxes that may be applicable in their jurisdiction.

17 Communication

Any communication We send You will be via electronic mail addressed to the 'System Manager' contact given and maintained by You in Your Account.

Any communication you send us should be via the 'contact us' form on the contact page of our website, or by email to any TEAMIQ.com email address notified to you from time to time.