Networker, Candidate and Reward Partner Terms

Version: 1.1 **Date:** 2026-09-28 **Applies to:** everyone who registers on the Platform other than an Advertiser — Networkers, Candidates and Reward Partners alike

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Preamble

Welcome

These terms are a contract between you and us. We have tried to write them in plain language, because a contract you can't understand isn't much use to either of us — and because the Consumer Protection Act requires it.

If anything here is unclear, ask us before you agree to it. Our contact details are in clause C11.

Who we are

The Platform is operated by **Tech Genius CC** (registration number **2006/136742/23**, VAT number **4770247395**), a close corporation registered in the Republic of South Africa, with its business address at **c/o Smit & Hugo Prokureurs, 58 Lang street, Kuilsrivier, 7580**.

In these terms, **"we"**, **"us"** and **"our"** mean Tech Genius CC. **"You"** and **"your"** mean you, the person registering or registered on the Platform.

The **"Platform"** means the website at **https://loopi.co.za**, together with any related pages, applications and services we operate.

Where these terms need to be named — in the Platform, in our other documents, and in the sign-up tick — they are called the **"Networker Terms"**, because everyone they apply to is a Networker from the moment they register. The Advertiser Terms are a separate agreement with a different party.

What these terms cover

- **Part A** applies to you from the moment you register as a Networker. Some of it applies only once you become a Candidate — clause A1.1 says which, and those clauses name Candidates, your Profile, or being Revealed.
- **Part B** applies to you only if and when you take part in the Reward Partner Programme.
- **Part C** applies to everything.

Our **Privacy Policy** also forms part of this agreement. Where these terms and the Privacy Policy differ on how we handle your personal information, the Privacy Policy applies.

If a page on the Platform says something different from these terms, these terms apply. We explain how things work in help text, tips, guides and answers to common questions. That is there to help you, and we try to keep it right — but it describes these terms rather than replacing them, and it may be out of date. If you spot a difference, please tell us.

This does not apply to the **Reward Schedule**, which is part of these terms and is where the current figures are meant to be found. Nor does it take away any right you have under the law, including your right not to be misled about what we offer. This paragraph decides which document governs; it does not excuse us for telling you something that was wrong.

Accepting these terms

You accept these terms when you tick the box to that effect during registration.

Separately, and in addition, you are asked at registration to give a **specific consent to being revealed to Advertisers**. That consent is explained in clause A7. It is a separate decision from accepting these terms.

We record which version you accepted and when, and you can ask us for a copy of that version at any time.

Some words we use

Term	Meaning
Advertiser	A recruitment agency or an employer that has an account on the Platform to find candidates or advertise jobs. Where it matters, we distinguish **Recruiters** (agencies acting for clients) from **Employers** (hiring for themselves).
Candidate	A Networker who has created a Profile and made it searchable by Advertisers. Every Candidate is also a Networker; not every Networker is a Candidate. See clause A1.1(b).
Credit	The unit an Advertiser spends to Reveal a Candidate.
Networker	Any person registered on the Platform other than an Advertiser. **You are a Networker from the moment you register**, whether or not you ever make yourself searchable, and you remain one for as long as your account is open. See clause A1.1(a).
Profile	The information you give us about yourself, including your CV.
Reveal	The event in which an Advertiser spends Credits and we disclose your identifying and contact information to them.
Reward Partner	A **Networker** who has qualified under clause B2 to earn rewards. A Reward Partner need not be a Candidate.
Reward Schedule	The published table of Programme figures — the reward amount, the qualification threshold and the payout minimum. It is available at **https://loopi.co.za/reward-schedule** and forms part of these terms. We may change it under clause B8.

Part A — Using the Platform

A1. What the Platform does

A1.1 The Platform does two things. **You may use either or both**, and which of them you use decides which clauses in this Part apply to you.

(a) **Building a network.** When you register we give you an invitation link. People who join the Platform through it are recorded as having joined through you, which can earn you rewards under Part B. **You are a Networker from the moment you register**, and you can do this without ever making yourself visible to Advertisers.

(b) **Being found for work.** You can create a Profile describing your skills, experience and what you are looking for, and make it searchable. Advertisers search those Profiles to find people to approach about job opportunities, and you can also apply for jobs advertised on the Platform. **You become a Candidate when you do this.** Where a clause in this Part refers to Candidates, to your Profile, or to being Revealed, it applies to you only from that point.

A1.2 We are not an employer, and we are not your agent. We do not offer you employment and we do not place you in employment.

A1.3 We do not promise that you will be approached by anyone, that you will be offered a job, or that you will be employed. Whether that happens depends on Advertisers, on the market, and on your own qualifications — none of which we control.

A2. The Platform is free to you

A2.1 **You will never be charged for using the Platform.** Creating an account, building a network, building your Profile, uploading your CV, being found by Advertisers, being Revealed, and applying for jobs are all free.

A2.2 We will never ask you to pay a fee, buy a product, buy a subscription, or make any contribution of any kind — whether to use the Platform, to improve your visibility, to be Revealed, or to join or benefit from the Reward Partner Programme.

A2.3 If anyone asks you to pay for any of these things while claiming to act for us, they are not acting for us. Please report it to us at **abuse@loopi.co.za**.

A3. Your account

A3.1 To register you must be at least 18 years old and must give us a valid email address and a valid South African mobile number.

A3.2 **You may have only one account.** Your account is personal to you and you may not transfer it, sell it, or let anyone else use it.

A3.3 You may not register using anyone else's identity, email address or mobile number, and you may not register a mobile number that is already verified against another account.

A3.4 Registering is an offer to enter into this agreement. We may accept or decline it at our discretion, and we are not obliged to give reasons. There is no right to be registered.

A3.5 You must give us information that is complete, accurate and true, and you must keep it up to date. This matters more here than on most websites: Advertisers make decisions about real jobs based on what you tell us, and we show them when you last updated each part of your Profile.

A3.6 You are responsible for keeping your password confidential and for everything done through your account. Tell us immediately at **security@loopi.co.za** if you think someone else has access to it.

A3.7 We verify your email address and your mobile number. Some features — including the Reward Partner Programme — are only available once both are verified. If you change your mobile number, it must be verified again.

A4. Your Profile and your CV

A4.1 You choose how much of your Profile to complete. The more complete it is, the more likely Advertisers are to find you — but nothing in your Profile is compulsory except the fields marked as required during registration.

A4.2 You may upload a CV. We accept common document formats and there is a limit on file size — **the formats we accept and the current limit are shown when you upload**. We may change them, or limit uploads generally, for technical or operational reasons.

A4.3 We do not guarantee any minimum storage, and we do not guarantee that your uploaded documents will be preserved. Please keep your own copy of your CV.

A4.4 Our servers are backed up, but data loss cannot be excluded entirely. Clauses A4.3 and C3.4 apply.

A4.5 You may correct or delete anything in your Profile at any time.

A4.6 We keep a record of changes you make to your Profile. That record is for our own use and Advertisers never see it. What they do see is **when** parts of your Profile were last updated or confirmed. This is so an Advertiser can tell whether they are looking at current information. The change record is deleted when your Profile is deleted.

A5. What we do with your information

A5.1 We use your Profile to match you to jobs, to show you to Advertisers in the anonymous form described in clause A6, to recommend jobs to you, to pre-fill application forms, and to improve the Platform.

A5.2 We also analyse how you use the Platform — what you search for, which adverts you view, how often you visit — and use that to improve matching and recommendations. Where we use this for statistics, we do so in a form that does not identify you.

A5.3 Our full explanation of how we handle personal information is in the Privacy Policy.

A6. How Advertisers see you — anonymous by default

This clause describes the core of how the Platform works. Please read it.

A6.1 By default, Advertisers searching the Platform **cannot see anything that identifies you or allows them to contact you**.

A6.2 Specifically, until you are Revealed under clause A7, an Advertiser **cannot see**:

- your name or surname
- your email address
- your mobile or other phone number
- your professional registration numbers
- your home address
- your date of birth
- your CV
- the name of the company you currently work for

A6.2A Some of what we hold is **never** shown to any Advertiser, whether or not you are Revealed — **your ID or passport number among them**. We use it only to run and protect the Platform, for example to check that an identity number is genuine and that one person has one profile.

A6.3 An Advertiser **can see**, without paying anything:

- the city where you live and the city where you work
- your nationality, and where it applies, when your work permit expires

- your current job title, what the job involves, and how long you have been in it
- the industry you work in, and how long you have worked in it
- whether you are employed, on contract, self-employed, studying or unemployed
- how many years you have been working altogether
- your qualifications, certifications and skills
- your professional registrations, and whether they are in good standing — but not the registration number
- your current salary, and the salary you are looking for
- whether you are open to opportunities, how much notice you must give, whether you would relocate, and what working arrangement you want
- your standardised job classification
- your age, as a band rather than a date, where clause A6.3B allows it

A6.3A **The Employment Equity questions are optional.** If you answer them, Advertisers may see and search on your answers when they are recruiting on a basis that allows it. If you would rather not say, you may decline, or skip the questions entirely.

A6.3B **Your age is shown as a band, not a date** — for example 25–29 — and only to an Advertiser recruiting on a basis that allows it. Your date of birth itself stays hidden under clause A6.2 until you are Revealed.

A6.4 An Advertiser can also see **whether** you have supplied and verified certain information, without seeing the information itself — for example, that you have a verified mobile number, or that you have uploaded a CV.

A6.5 **Your CV is not shown to Advertisers at all until you are Revealed.** An Advertiser can see *that* you have uploaded one, and they can see the Profile information you have filled in, but they cannot see the document itself or read anything in it.

A6.6 **While you are a Candidate, your Profile stays visible to Advertisers.** There is no way to hide it and stay a Candidate. You can tell Advertisers that you are not currently looking, and they can see that — see clause A6.3 — but if you want them to stop finding you altogether, you can stop being a Candidate at any time under clause A13.1A, which deletes your Profile.

A6.8 **Please don't put your contact details into your Profile.** There are fields for your email address and phone number and we keep those hidden until you are Revealed — but anything you type into a free-text field, such as a description of your duties, **is shown to Advertisers exactly as you typed it, for free, before any Reveal**. If you put a phone number, an email address, a link or an address there, anyone searching can see it — **including your current employer** — and once they have seen it we cannot take it back.

A6.8A **We do not currently check what you type, and you should not rely on us to.** We may introduce automatic checks in future, and if we do we may withhold or remove what they catch — but no such check is perfect, and it is not a substitute for keeping contact details out of the fields that don't ask for them. Clause A11.1 also makes putting them there something you may not do.

A7. Being Revealed

A7.1 If an Advertiser wants to approach you about an opportunity, they spend Credits and we then disclose to them the identifying and contact information listed in clause A6.2. We call this a **Reveal**.

A7.2 **A Reveal only happens if you have consented to it.** You are asked for that consent separately at registration, and you can withdraw it at any time in your account settings. If you withdraw it, no further Reveals will occur.

A7.3 A Reveal also happens when you apply for a job through the Platform and the Advertiser shortlists you. By applying, you are asking that Advertiser to consider you, so your details are disclosed to that Advertiser for that job.

A7.4 **A Reveal cannot be undone.** Once an Advertiser has your contact details, they have them. Withdrawing consent, hiding your Profile, or deleting your account stops future Reveals — it does not and cannot recall information already disclosed.

A7.5 Advertisers are bound by their own agreement with us. They may only contact you about genuine vacancies, may not pass your information on to anyone else, and must comply with data protection law. If an Advertiser misuses your information, tell us at **abuse@loopi.co.za** — we can suspend their account and cut off their access.

A7.6 We take reasonable steps to make Advertisers comply, but we are not able to control what they do once they have your details, and we are not liable for their conduct.

A7.7 We keep a record of every Reveal — which Advertiser, which Candidate, and when. We keep this record after your account is deleted, for tax, audit and dispute purposes, but we keep only the record of the transaction, not your Profile. Clause C3.4 applies.

A8. Automated and AI processing

A8.1 **We may read your CV automatically** — including with artificial intelligence — to extract information from it and fill in parts of your Profile for you. Whether or not we do, you can fill in and correct your Profile yourself.

A8.3 **If we do, it will make mistakes.** Information extracted from your CV may be wrong or incomplete. Please check your Profile and correct anything that is wrong. You remain responsible for the accuracy of your Profile.

A9. Applying for jobs

A9.1 Where an Advertiser allows applications through the Platform, you can apply using your Profile. We use your Profile to fill in parts of the application, and you can add further information or documents.

A9.2 Your application, and the answers you give to any questions the Advertiser has set, are stored on the Platform and are available to that Advertiser.

A9.3 If you have not added a CV to your Profile before your first application, the CV attached to that application may be added to your Profile automatically. **You can change or remove it at any time.**

A9.4 When you apply for a job, you are asking that Advertiser to consider you. Clause A7.3 applies.

A9.5 We pass applications on as quickly as we can, but we are not liable for any loss caused by an application being delayed or not delivered.

A10. Communications

A10.1 When you register, you will receive messages about your account — confirming your email address, and telling you about things that happen to your account, to a Reveal or to a reward. These keep the Platform working and are not marketing.

A10.2 **We do not currently offer job alerts, and we may add them.** If we do, every alert will tell you how to stop it, stopping one will not stop the others, and we will ask for your agreement first where the law requires it.

A10.3 We may send you jobs we think will interest you, based on your Profile and on how you use the Platform. **You can tell us to stop at any time, and every such message will say how.**

A10.4 **We only send you newsletters and information about our services if you have asked us to.** You choose when you register, and you can change your mind at any time — every such message carries an unsubscribe link, and it costs you nothing to object.

A10.5 Please make sure messages from us are not blocked by your spam filter.

A10A. The leaderboard

A10A.1 **You are on the leaderboard from the moment you register, under an alias we give you.** We choose the alias and it is not based on your name. **You can leave the leaderboard at any time**, and your row disappears from it. You can also change your alias — if you change it to something that identifies you, that is your choice.

A10A.2 Other signed-in Networkers see only your alias, your score and how many people are in your network. They never see your name, and Advertisers never see the leaderboard at all.

A10A.3 **The leaderboard carries no prize and no entitlement.** Your position on it does not earn you anything, and it has nothing to do with whether you qualify as a Reward Partner or what you are paid.

A10A.4 We may remove an alias that breaks clause A11.1, which takes you off the leaderboard.

A10B. What the people above you in the network can see

A10B.1 **The Networker who invited you can see that you joined, when you joined, and whether you have confirmed your cell number.** They see your name only if you agreed to that when you registered, and you can withdraw that agreement at any time.

A10B.2 **Networkers above you in the network see numbers, never names.** They can see how many people are in their network, how many have confirmed their cell number and how many are Candidates, with the people who joined directly through their link counted separately from everybody else. **Nobody is ever shown which person is a Candidate** — but where only a few people joined through the same link, the Networker who invited them may be able to work it out from the numbers.

A10B.3 Advertisers never see any of this.

A11. What you may not do

A11.1 You may not:

- give false or misleading information about yourself, your experience, your qualifications or your salary
- put contact details — yours or anyone else's — into parts of your Profile that do not ask for them
- register more than one account, or register on behalf of someone else
- use someone else's identity, email address or mobile number
- choose a leaderboard alias that is offensive, impersonates anyone, or contains contact details
- upload anything containing a virus or other harmful code
- attempt to access, copy, scrape or extract data from the Platform other than by using it normally
- use the Platform for anything unlawful

A11.2 If you breach clause A11.1 we may suspend or close your account, and where the Reward Partner Programme is affected, clause B7 applies.

A12. What we don't promise

A12.1 We do not promise that the Platform will always be available, or that it will be free of interruptions, delays or errors. We may have to limit or suspend it for maintenance, capacity, security or technical reasons.

A12.2 We do not promise that the content on the Platform is accurate, current, complete or suitable for any particular purpose. That includes job advertisements, which are written by Advertisers, not by us.

A12.3 We do not promise that any job advertised on the Platform actually exists, is still open, or is as described. Please apply the same judgement you would to any other job advertisement.

A12.4 We cannot guarantee that files downloaded from the Platform are free of viruses or other harmful code. Please use your own protective software.

A12.5 We may change, add to, or discontinue any part of the Platform. You have no right to require that any feature continues to exist. If you are unhappy with a change, your remedy is to stop using the Platform and close your account.

A12.6 **The Platform is in beta testing.** That means it is still being built and tested while you use it. Features may change or stop working, you may come across errors, and information you enter may be lost. Please keep your own copy of anything that matters to you, including your CV.

A13. Ending your account

A13.1 You may close your account at any time, from your account settings or by contacting us.

A13.1A **You may stop being a Candidate without closing your account.** If you do, we delete your Profile — including your CV, your skills, your certifications, your qualifications, your professional registrations and your Profile change history — and Advertisers can no longer find you or see anything about you. **You remain a Networker**: your account stays open, your network stays yours, and you continue to earn under Part B. You may build a Profile again later, but we cannot restore the one we deleted. **This does not end this agreement** — see clause C6.1B.

A13.2 We may suspend or close your account at any time, with or without cause. We will tell you when we do.

A13.2A **A suspension deletes nothing.** While your account is suspended you cannot sign in, Advertisers cannot find you or Reveal you, your invitation link does not work, and payouts are held. Your Profile and your network are kept as they are. We then either restore your account or close it. If you think we have got it wrong, clause C9.2 applies.

A13.3 **When your account is closed, we delete your Profile**, including your CV, your contact details, and your Profile change history. We do not keep your Profile so that Advertisers can continue to find you.

A13.3A **Deletion takes effect on the Platform immediately, and your information then ages out of our backups.** We keep backups so that we can recover from a failure or an attack. Anything you delete — your Profile, your CV, your account — stays in those backups until they expire, which takes up to 6 months. Those backups are encrypted. While it is there, nobody works from it, it is not searched, and it is not used to answer anything about you. The **Privacy Policy** explains this in full, and clause A13.4 lists what we keep deliberately.

A13.4 We do keep, after your account is closed:

- records of Reveals, and the related transactions, for 7 years — for tax, audit and dispute purposes;
- records of any rewards earned or paid to you under Part B, for 7 years, for the same reasons;
- a record of the terms you accepted and when;

- information in a de-identified form that cannot be traced back to you, which we use for statistics and to improve the Platform.

A13.5 We cannot recall information already disclosed to an Advertiser under clause A7. Clause A7.4 applies.

A13.6 If your account has been inactive for more than 24 months, we may close it and delete your Profile. We will email you before we do.

A13.7 If you are a Reward Partner, clauses B2.7 and B8 also apply.

Part B — The Reward Partner Programme

B1. What the Programme is

B1.1 The Reward Partner Programme is a **referral programme**. It lets you earn a referral reward when a person who joined the Platform through your invitation link is later Revealed to a paying Advertiser.

B1.2 **Taking part is free.** You will never be asked to pay any amount, to purchase anything, or to make any contribution of any kind — in order to join the Programme, to qualify as a Reward Partner, or to receive any reward.

B1.3 **Rewards are funded entirely by fees paid to us by Advertisers** for services provided to those Advertisers. No part of any reward comes from any payment, contribution or purchase by any Networker, Candidate or Reward Partner, because none of them ever pays us anything.

B1.4 A reward becomes payable only when an Advertiser Reveals a Candidate. **Building a network does not, by itself, entitle you to any payment.** We do not represent, guarantee or suggest that any particular level of earnings, or any earnings at all, will result from taking part.

B1.5 In respect of each Reveal, a reward is payable to **one Reward Partner only**. Rewards are not paid up through multiple levels of a network, and no person earns anything out of rewards paid to anyone else.

B1.6 You are not our employee, agent, partner or joint venturer, and nothing in this Part creates any of those relationships.

B1.7 **To be paid, you need a South African bank account held in your own name.** We pay rewards only into such an account, as set out in clause B5. You may take part in the Programme and earn rewards without one, but we cannot pay you anything until you give us the details of one.

B2. How you qualify

B2.1 When you register, we give you a unique invitation link. Anyone who registers on the Platform using that link is recorded as having joined through you.

B2.2 You qualify as a Reward Partner when **both**:

(a) at least the number of **Networkers** set out as the **qualification threshold** in the Reward Schedule have joined the Platform through your invitation link, whether directly or indirectly through the links of people who joined through you; and

(b) your own email address and mobile number have been verified.

B2.3 A Networker only counts towards the threshold in B2.2(a) if that Networker's email address **and** mobile number have both been verified.

B2.4 The threshold in B2.2(a) exists to manage the administrative cost of verifying and processing payouts. It is not a purchase, a buy-in, or a condition requiring any payment of any kind.

B2.5 Once you have qualified, **you remain a Reward Partner** even if your network later becomes smaller.

B2.6 Where someone in your network qualifies as a Reward Partner in their own right, the Networkers who joined through *their* link stop being attributed to you and are attributed to them instead, from the date they qualify. **Networkers who joined directly through your own link remain attributed to you.**

B2.7 **If a Reward Partner's account is closed, nobody takes over their network.** No rewards are earned from then on on the Networkers attributed to them — not by the Reward Partner above them, and not by anyone else. This does not change who counts towards anyone's qualification under clause B2.2. If a Networker in that network later qualifies as a Reward Partner in their own right, the Networkers who joined through their link are attributed to them under clause B2.6.

B3. Rewards

B3.1 You earn the **reward amount** set out in the Reward Schedule each time an Advertiser Reveals a Candidate attributed to you, provided the Reveal happens after the date you qualified as a Reward Partner.

B3.2 You earn nothing in respect of Reveals that happened before you qualified.

B3.3 Your balance is the total of the rewards you have earned, less everything already paid out to you. You can see your balance, and the rewards making it up, in your account.

B3.4 A reward is earned at the rate applying on the date of the Reveal. If we change the rate, rewards already earned are not affected.

B3.5 **Rewards are calculated from our records.** If those records are lost, damaged or wrong, we will reconstruct them as accurately as we reasonably can from the other information we hold — including our records of Advertiser transactions and our backups — and we will act in good faith in doing so. If you think a reward is wrong, tell us within 90 days of it appearing in your account. If you think one is missing, tell us as soon as you become aware of it. Either way, we will look into it and tell you what we found. Clause C3.4 applies.

B4. Sharing your invitation link

B4.1 You may share your invitation link however you like — by message, by email, on social media, or in person.

B4.2 You may **not** send unsolicited bulk messages of any kind to promote your link. You are responsible for complying with the law when you share it, including the Protection of Personal Information Act, 2013 and the Electronic Communications and Transactions Act, 2002.

B4.3 You may **not** make any claim about how much anyone might earn from the Programme, and you may not describe the Programme as an investment, a business opportunity, or a scheme of any kind. It is a referral programme, and that is how it must be described.

B4.4 You may not offer anyone any payment or inducement in exchange for joining through your link.

B4.5 Keep your invitation link to yourself in the sense that matters: it identifies you, and anyone who joins through it is attributed to you. Do not publish it in a way that lets someone else pass it off as their own.

B5. Payouts

B5.1 You may request a payout once your balance is more than the **payout minimum** set out in the Reward Schedule.

B5.2 Payouts are made on the 14th of each month. Your request must reach us at least 7 days before that date to be included in that month's payout. Later requests are carried over to the following month.

B5.3 Before your first payout you must give us the details of a **South African bank account held in your own name** (see clause B5.5), and a bank confirmation letter for that account in your own name. **We check that the letter is from a bank, that the name on it is yours, and that the account number on it ends in the last digits you have given us.**

B5.4 Each time you request a payout, we show you the bank and the last digits of the account we hold for you, and **you must confirm that it is still the account you want to be paid into.** If it is not, you must give us the details of your new account and a new bank confirmation letter under clause B5.3 before we make any payout.

B5.4A **We do not confirm your account with your bank, and we cannot.** We check the document you give us, and we ask you to confirm the account each time you request a payout — that is the whole of it. **The account details are yours to get right.** If you give us the details of an account that is closed, is not yours, or is wrong in any way, a payout we make on those details is still a payout, and we are not able to recover it for you.

B5.5 Payouts are made in South African Rand, into a South African bank account **held in your own name**. We do not pay into anyone else's account.

B5.6 We may hold back a payout while we investigate, if we reasonably suspect a breach of these terms.

B5.7 We keep your bank confirmation letter only for as long as we need it for the check in clause B5.3 and to make payments to you, and we delete it once it is no longer needed for either.

B6. Tax

B6.1 Rewards are paid to you gross, with nothing deducted except where the law requires it.

B6.2 **You are responsible for your own tax.** Rewards are likely to be income in your hands, and you must declare them and pay any tax due.

B6.3 We may report amounts paid to you to the South African Revenue Service, and may withhold any amount we are required by law to withhold.

B7. Things that will cost you your rewards

B7.1 You may not:

- create more than one account, or create or procure accounts for people who did not genuinely choose to join;
- use false, automated, bulk-purchased or borrowed identities, email addresses or mobile numbers;
- offer any payment or inducement in exchange for someone joining through your link;
- make any claim about likely earnings, or describe the Programme as anything other than a referral programme;
- send unsolicited bulk messages to promote your link.

B7.2 If we reasonably determine that you have breached clause B7.1, or that Networkers attributed to you are not genuine, we may:

(a) remove those Networkers from your network; (b) reverse and forfeit any affected rewards that have not yet been paid out; (c) suspend or end your participation in the Programme; and (d) suspend or close your account.

B7.3 Where we have already paid you a reward that we later determine was earned in breach of these terms, that amount is repayable to us on demand, and we may set it off against any future reward.

B7.4 We will tell you if we take action under B7.2, and you may respond. If you think we have got it wrong, contact us at **support@loopi.co.za** — clause C9.2 applies.

B8. Changing or ending the Programme

B8.1 We may change the **reward amount**, the **payout minimum** and the **qualification threshold** set out in the Reward Schedule. A change takes effect 30 days after we publish the new Reward Schedule at **https://loopi.co.za/reward-schedule**. We may tell you about a change when you log in, but we do not undertake to do so.

B8.2 A change takes effect only for the future. Specifically:

(a) rewards already earned before the change takes effect are not affected by it; and

(b) if you have already qualified as a Reward Partner, **you stay qualified** — a change to the qualification threshold never takes that status away.

B8.3 You may leave the Programme at any time. **Leaving the Programme does not close your account or end this agreement** — see clause C6.1B. If your balance is above the payout minimum when you do, you may request a final payout under clause B5.

B8.4 If you close your account, any balance **below** the payout minimum is forfeited.

B8.5 If we end your participation other than under clause B7, any balance above the payout minimum will be paid out in the ordinary course.

Part C — General Terms

C1. Liability

C1.1 Nothing in these terms excludes or limits our liability where the law does not allow it to be excluded or limited.

C1.2 Subject to C1.1, and to the fullest extent the law allows, we are not liable for any indirect or consequential loss, or for any loss of profit, income, opportunity, data or goodwill, arising out of your use of the Platform.

C1.3 Subject to C1.1, and to the fullest extent the law allows, we are not liable for:

- any decision made by an Advertiser, or anything an Advertiser does or fails to do;
- the content of any job advertisement;
- any failure to obtain employment;
- any loss arising from a Reveal, once made in accordance with clause A7;
- any loss arising from the Platform being unavailable;
- any loss arising from someone else using your account, whether or not you knew.

C1.4 Where our liability cannot be excluded, it is limited, as far as the law allows, to re-supplying the service in question.

C1.5 You may be liable to us for loss we suffer because someone else used your account or password as a result of your negligence or your breach of these terms.

C2. Your indemnity to us

C2.1 You indemnify us against any claim, loss, liability or cost we incur as a result of:

- information you have given us being false or misleading;
- your breach of these terms;
- your breach of any law in connection with your use of the Platform;
- any claim by a third party arising out of your use of the Platform.

C2.2 This indemnity applies to the fullest extent the law allows.

C3. Security of your information

C3.1 We take appropriate technical and organisational measures to protect your personal information, as required by section 19 of the Protection of Personal Information Act.

C3.2 No system is perfectly secure. If your Profile is unlawfully copied or accessed by someone circumventing our security, we are not liable — but we will tell you, and the Information Regulator, where the law requires it.

C3.3 You must take reasonable care of your own login details. Clause A3.6 applies.

C3.4 **We back up the Platform, but we cannot guarantee that information will never be lost.** Hardware fails, software has faults, and backups can fail too. If information on the Platform — your Profile, your documents, the record of a Reveal, or your reward records — is lost or damaged, we will take reasonable steps to recover or reconstruct it. Clause C1 applies to any loss that results.

C4. Intellectual property

C4.1 The Platform, and everything on it apart from content supplied by users, belongs to us or to our licensors. You may not copy, reproduce, distribute or reuse it.

C4.2 This includes information that is in the public domain but which we have collected, structured, formatted or presented — for example our job classification and location data.

C4.3 You keep ownership of the content you upload. By uploading it, you give us the right to store it, process it, display it to Advertisers in accordance with clauses A6 and A7, and otherwise use it as needed to run the Platform.

C4.4 This service uses the ESCO classification of the European Commission.

C5. Changes to these terms

C5.1 We may change these terms by publishing a new version. **The current version is always available at https://loopi.co.za/terms**.

C5.2 A new version takes effect on publication, except that a **material** change takes effect 30 days after publication. From the date it takes effect, the new version applies to you, whether or not you have read it.

C5.3 **Please check the current version from time to time.** We may tell you about a new version when you log in, but we do not undertake to do so, and it is for you to keep yourself up to date.

C5.4 If you do not accept a change, your remedy is to stop using the Platform and to close your account under clause A13. We record which version you accepted when you registered, and you can ask us for a copy of it at any time.

C5.5 The Programme figures in the **Reward Schedule** are not part of these terms. They change under clause B8, taking effect 30 days after the new schedule is published.

C6. Suspension and termination

C6.1 This agreement runs indefinitely. Either of us may end it at any time.

C6.1A **You end it by closing your account** — from your account settings or by contacting us, under clause A13.1. There is no other way to end it, and you do not have to give us a reason.

C6.1B **These do not end this agreement, even though they may feel like it:**

(a) stopping being a Candidate under clause A13.1A — your Profile is deleted, but your account stays open and you remain a Networker;

(b) leaving the Reward Partner Programme under clause B8.3; and

(c) leaving the leaderboard under clause A10A.1.

If you want out altogether, close your account.

C6.2 We may suspend or close your account, or restrict your access to any part of the Platform, at any time and with or without cause.

C6.3 Clause A13 sets out what happens to your information when your account is closed.

C6.4 Clauses C1, C2, C4, C7 and C9 survive the ending of this agreement.

C7. Confidentiality

C7.1 Each of us must treat as confidential any information the other provides that is marked confidential, or that is obviously confidential from its nature. This obligation continues after this agreement ends.

C8. Transferring this agreement

C8.1 You may not transfer your rights or obligations under this agreement to anyone else.

C8.2 We may transfer ours, including as part of a sale or reorganisation of our business. We will tell you if we do.

C9. Governing law, complaints and disputes

C9.1 This agreement is governed by the law of the Republic of South Africa.

C9.2 **If you are unhappy with anything we have done, please come to us first.** Email your complaint to **support@loopi.co.za** (see clause C11), telling us what went wrong and what you would like us to do about it. We will look into it and reply to you in writing, giving our reasons. If you are not satisfied with our reply, you may ask us to reconsider it, and we will reply again in writing.

C9.3 **This clause does not delay action on your account.** We may suspend or close your account immediately under clauses A11.2, A13.2, B7.2 and C6.2, without first following this clause. If you think we have got it wrong, clause C9.2 applies.

C9.4 **Mediation, if we decide on it.** If a dispute is not resolved under clause C9.2, we may refer it to mediation by **ADR Network (SA)**, under its rules, by telling you in writing. You may ask us to do so, but mediation takes place only if we refer the dispute. If we do:

(a) the mediator is chosen by agreement between us, or appointed by ADR Network (SA) if we cannot agree; (b) we will both take part in good faith, and **you may not start court proceedings about the dispute while the mediation is running**, except as clauses C9.5 and C9.6 allow; (c) the mediator's fees and ADR Network (SA)'s charges are paid by us, and each of us pays our own costs of taking part; (d) any settlement we reach is put in writing and signed by both of us, and it then binds us both; and (e) if the dispute has not been resolved within **30 days** of the mediator being appointed, the mediation ends.

C9.5 **Your other rights are not affected.** Nothing in this clause takes away your right, under section 69 of the Consumer Protection Act or any other law, to complain to the **Information Regulator**, to refer a complaint to the **National Consumer Commission**, a provincial consumer protection authority or consumer court, or an ombud with jurisdiction, to bring a claim in the **Small Claims Court**, or to exercise any other right the law does not allow to be excluded.

C9.6 Either of us may apply to a court for **urgent relief** at any time — for example, to stop someone misusing your personal information or misusing the Platform.

C10. General

C10.1 **Entire agreement.** These terms, together with the Privacy Policy, are the whole agreement between us about your use of the Platform, and replace anything said or written before.

C10.2 **Severability.** If any provision is found to be unenforceable, it will be modified to the least extent necessary to make it enforceable, and the rest of these terms continue to apply.

C10.3 **No waiver.** If we do not enforce a right, that does not mean we have given it up.

C10.4 **Plain language.** These terms are intended to comply with section 22 of the Consumer Protection Act. If any part of them is not clear to you, ask us — see clause C11.

C10.5 **Notices.** A notice under these terms must be in writing and sent by email.

(a) **To you** — we send it to the email address on your account. Please keep that address current, and please check that our emails are not blocked by your spam filter.

(b) **To us** — send it to the relevant email address in clause C11.

C11. Contacting us

General support	support@loopi.co.za
Privacy, and requests about your personal information	info@techgenius.co.za
Reporting abuse or misuse of your information	abuse@loopi.co.za
Security concerns	security@loopi.co.za
Postal address	c/o Smit & Hugo Prokureurs, 58 Lang street, Kuilsrivier, 7580

Information Officer: Maarten Krüger, registered with the Information Regulator.

You have rights under the Protection of Personal Information Act, including the right to know what information we hold about you, to have it corrected or deleted, to object to how we process it, and to withdraw your consent. The Privacy Policy explains how to exercise them.

If you are not satisfied with how we have handled a privacy matter, you may complain to the **Information Regulator (South Africa)** at **POPIAComplaints@inforegulator.org.za**, or on **010 023 5200**. Its full contact

details are in our Privacy Policy.

Our **PAIA manual**, prepared under the Promotion of Access to Information Act, is available at **https://www.techgenius.co.za**.
