

SPANLY

Terms and Conditions

Version 2.0 | 16 June 2026

1. INTRODUCTION

1.1. Spanly, a division of Flink South Africa (Pty) Ltd and its affiliates (hereinafter referred to as “Spanly”, “we”, “our” or “us”) provides Employer of Record (“EOR”) services and streamlined recruitment services to Companies seeking to fulfil their employment and recruitment-related needs in South Africa.

1.2. By completing the subscription process, including completing the registration form(s), the Company (hereinafter referred to as “the Company”, “you”, or “your”) accepts these Terms and Conditions and agrees to be bound by them without limitation. By entering into these Terms and Conditions, you further acknowledge that you have read and understand our Privacy Policy and Service Level Agreement, which must be read as if specifically incorporated herein (the Terms and Conditions, Privacy Policy and Service Level Agreement are hereinafter collectively referred to as “the Terms”).

2. INTERPRETATION

2.1. In the interpretation of this Agreement, unless the context otherwise requires, headings are for reference and convenience only and shall not be taken into account in the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender shall include references to the other genders.

2.2. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding business day.

2.3. The words “include”, “includes”, “including”, “for example”, or “such as” are not used as, and are not to be interpreted as, words of limitation, and when introducing an example do not limit the meaning of the words to which the example relates.

2.4. References in this Agreement to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended, consolidated or replaced from time to time and include any order, regulation, instrument or other subordinate legislation made under the relevant statute.

2.5. If figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail.

2.6. The rule of construction that a contract shall be interpreted against the party responsible for drafting shall not apply.

2.7. This Agreement shall be governed by and construed and interpreted in accordance with the laws of South Africa.

2.8. The following expressions bear the meaning assigned to them below:

2.8.1. “BCEA” means the Basic Conditions of Employment Act 75 of 1997, as amended from time to time.

2.8.2. “Client” or “Company” means an entity, partnership, organisation or person who has registered and subscribed with Spanly for the purpose of using the Services, including EOR Services, to fulfil its employment and recruitment-related needs.

2.8.3. “Commencement Date” means the date on which the Terms and Conditions become effective, that being the date on which the Company completes the Registration Form.

2.8.4. “Engagement Schedule” means the written document setting out the Talent required by the Client, the Charges, specific job specifications and employment details, as described in the Service Level Agreement.

2.8.5. “EOR Services” means the Employer of Record services provided by Spanly, whereby Spanly employs Talent in South Africa on behalf of the Client, and manages all associated payroll, tax, benefits and employment law compliance obligations.

2.8.6. “Labour Legislation” means all applicable employment and labour statutes in force from time to time in South Africa, including but not limited to the LRA, BCEA, Employment Equity Act 55 of 1998, Occupational Health and Safety Act 85 of 1993, and Unemployment Insurance Act 63 of 2001.

2.8.7. “LRA” means the Labour Relations Act 66 of 1995, as amended from time to time.

2.8.8. “Offer” means a formal notice in writing provided by the Company to a Talent, for purposes of offering the Talent a position with the Company.

2.8.9. “Once Off Offering” means the once-off Service Package selected by the Company for ad-hoc placement services.

2.8.10. “Personal Information” shall have the meaning ascribed to it in Chapter 1 of the Protection of Personal Information Act 4 of 2013 and Article 4(1) of the General Data Protection Regulation 2016/679.

2.8.11. “Placement” means the written acceptance by a Talent of an Offer made by the Company.

2.8.12. “Platform” means the web-based application software designed, developed and implemented by Spanly through which Spanly provides its Services to the Company.

2.8.13. “Registration Form” means the electronic form through which a Browser registers to use the Services.

2.8.14. “Service Level Agreement” or “SLA” means the Master Employer of Record Services Agreement executed between Spanly and the Company.

2.8.15. “Services” means the EOR Services and related recruitment and employment administration services provided by Spanly to the Company.

2.8.16. “Subscription Offering” means the monthly Service Package selected by the Company for ongoing EOR and/or recruitment services.

2.8.17. “Talent” means a person employed by Spanly as Employer of Record for purposes of rendering employment services to the Company/Client.

2.8.18. “Terms” means these Terms and Conditions, read in conjunction with the Privacy Policy and the Service Level Agreement.

2.8.19. “Website” means the website owned by Spanly through which the Services are offered.

3. APPOINTMENT

3.1. The Company appoints Spanly to provide the Services as set out more fully in the applicable Engagement Schedule and as contemplated in the Service Level Agreement. In the event that the Company has not specifically executed a Service Level Agreement, the relationship between the Parties shall be regulated by these Terms.

3.2. Spanly shall provide the Services to the Company from the Commencement Date and will continue for the following term:

3.2.1. If the Company selects and purchases a Once Off Offering, Spanly shall provide ad-hoc placement services until completion of the relevant Placement (“the Once Off Term”). A placement shall be deemed complete once a Talent accepts a formal Offer from the Company.

3.2.2. If the Company selects and purchases a Subscription Offering or EOR Services, the Company will purchase access to the Services for the duration set out in the applicable Engagement Schedule, which shall automatically renew unless the Company provides written notice to Spanly at least 30 (thirty) days before expiry.

3.3. The Company shall provide the relevant information as and when required by Spanly in order for Spanly to provide the Services to the Company.

3.4. The Company shall not have access to the Platform until such time as Spanly has received payment for the Services.

4. ACCEPTANCE OF THESE TERMS AND CONDITIONS

4.1. The Terms constitute a binding agreement between Spanly and the Company in terms of section 11(3) of the Electronic Communications and Transactions Act 25 of 2002. Such agreement shall be construed to have been concluded in South Africa.

4.2. By registering for our Services, you acknowledge that you have read through, understand and agree to be bound by the Terms. By registering for our Services, you further acknowledge that you have read through, understand and agree to be bound by the terms set out in the Service Level Agreement, whether a signature (electronic or otherwise) is reflected on the Service Level Agreement or not.

4.3. In the event that Spanly has not provided you with a copy of the Service Level Agreement upon Registration, you must request a copy thereof within 5 (five) Business Days of the Registration Process being completed, failing which you will be deemed to have received the Service Level Agreement.

4.4. The Terms may change from time to time at Spanly's sole discretion and without notice to you. The current version of the Terms applicable at the time you make use of the Services becomes binding each time you use the Services. You must familiarise yourself with the current Terms each time you use the Services.

5. REGISTRATION PROCESS

5.1. In order to access and make use of our Services, the Company must proceed to register using and completing our online Registration Form.

5.2. While registering:

5.2.1. You will be requested to provide login details, which you will have the sole responsibility to protect and keep confidential. We will not have access to your login details and shall under no circumstances be held liable for any loss or damage arising from the disclosure, whether accidental, unlawful or otherwise, of your login details.

5.2.2. You will be requested to submit Personal Information. By making use of our Services, you consent to us Processing such Personal Information as further set out in and regulated by our Privacy Policy.

5.2.3. You will select a Service Package, which may include a Once Off Offering, Subscription Offering, or EOR Services. The Service Package may be upgraded from time to time by following the process set out in clause 6.5 below.

5.3. The service and payment terms selected by the Company during the Registration Process will be accessible on the Company's Online Profile and housed on the Platform.

5.4. Once registered, any Browser will no longer be construed as such and will immediately on registration constitute a Company as contemplated by the Terms, and the Services to the Company shall commence, subject to relevant payment terms.

6. SERVICES

6.1. The Services rendered by Spanly to the Company shall be provided in terms of the Service Package selected by the Company during the Registration Process.

6.2. EOR Services:

6.2.1. In the event that the Company selects EOR Services, Spanly shall employ Talent in South Africa as Employer of Record on behalf of the Company. Spanly shall manage all aspects of the employment relationship, including payroll, taxes, benefits and compliance with Labour Legislation.

6.2.2. The Company shall provide day-to-day operational instructions, training, work assignments and supervision to the Talent once they have been employed.

6.2.3. The Company acknowledges that it is jointly and severally liable with Spanly for the Talent in terms of any claims that may arise related to working conditions and labour disputes.

6.2.4. The specific terms relating to EOR Services, including Charges, Talent details, and employment specifications, shall be set out in the applicable Engagement Schedule.

6.3. Once Off Offering (Ad-hoc Placement):

6.3.1. In the event that the Company selects a Once Off Offering, Spanly shall source, screen, and present suitable candidates for direct employment by the Company. A placement fee of 20% (twenty percent) of the Talent's total annual cost to company package shall apply, as set out in the Service Level Agreement.

6.3.2. The Company will only have access to the Platform and the Services once it has made payment as set out in the relevant invoice.

6.4. Subscription Offering:

6.4.1. In the event that the Company selects a Subscription Offering, the Company shall purchase ongoing access to the Platform for the duration of the Subscription Term for purposes of Placing Talent with the Company.

6.4.2. The Company must pay a recurring monthly Subscription Fee for the duration of the Subscription Term.

6.4.3. The Company may terminate the Subscription Offering on 30 (thirty) days' written notice to Spanly. However, the Company shall be liable for the Subscription Fees for the remainder of the current Term.

6.5. Should the Company fail to make payment in terms as set out by the Service Package, at any time, Spanly shall be entitled to refuse to render the Services to the Company.

6.6. The Company shall be entitled to upgrade the Service Package from time to time, by notifying Spanly in writing, subject to further payment terms.

7. SUPPORT SERVICES

7.1. In the event that the Company experiences a difficulty with the Platform or the Services, the Company must notify Spanly in writing immediately, by logging a support query with Spanly through the Platform.

7.2. The response times and further support procedures are set out in the Service Level Agreement.

7.3. Once Spanly has provided the Company with a working solution, the query will be considered resolved and Spanly shall be under no obligation to provide any further solution.

8. GENERAL UNDERTAKINGS BY THE COMPANY

8.1. The Company acknowledges and agrees that Spanly cannot provide any Services to you unless you provide all the information necessary and in such a format as we may require from time to time.

- 8.2. The Company agrees to comply with all applicable laws when using the Services, including Labour Legislation, and may only use the Services for lawful purposes.
- 8.3. The Company undertakes to cooperate with any reasonable and lawful request by Spanly throughout the recruitment and employment process.
- 8.4. The Company undertakes to communicate promptly with Spanly and/or the Talent, where applicable.
- 8.5. The Company agrees to advise Spanly immediately of an infringement to Spanly's Intellectual Property Rights, copyright or Trademark.
- 8.6. The Company's login details are for official use only and shall only be disclosed to such persons under the Company's control who are required to use the Services, and shall not be disclosed to a third party.
- 8.7. The Company agrees to inform Spanly in writing of an alleged defect to the functionality of the Platform immediately after any such alleged defect(s) comes to the Company's attention.
- 8.8. The Company agrees to use and operate the Platform in a proper and professional manner and in accordance with the instructions provided by Spanly from time to time.
- 8.9. The Company shall not cause any damage and/or duplicate, copy or develop any software or platform similar in nature to the Platform.
- 8.10. The Company agrees to assist Spanly in implementing and maintaining fair labour practices with regard to contract termination, disciplinary proceedings, dismissal and related labour relations activities, and shall supply to Spanly upon request all information, witness details and/or statements necessary for conducting a fair disciplinary hearing or any labour litigation arising therefrom.
- 8.11. The Company shall not approach any Talent (including any candidate referred to or introduced to the Company by Spanly) directly or indirectly to request any rendering of services (whether temporary, permanent or otherwise), except as permitted under the Service Level Agreement.

9. FEES AND PAYMENT

- 9.1. The Company shall pay the fees and costs as selected in the Service Package and as set out on the Company's Online Profile.
- 9.2. In the event that the Company selects a Once Off Offering, the Company shall make the payment on purchasing the Offering, and in any event within 14 (fourteen) calendar days from the date of receipt of the invoice or upon the commencement date of the Talent, whichever comes first.
- 9.3. Should the Company select a Subscription Offering, the Company shall make a recurring monthly payment in advance by no later than the 15th (fifteenth) of the month following receipt of an invoice from Spanly.
- 9.4. All fees and costs shall apply without deduction or set-off and shall be deemed to be exclusive of VAT unless otherwise stated. All amounts paid by the Company to Spanly are non-refundable, except as provided in the guarantee provisions of the Service Level Agreement.
- 9.5. The Company will be liable for all applicable taxes, government charges and foreign exchange fees.
- 9.6. Spanly reserves the right to apply an escalation rate to the Services in the event that the Terms are renewed.
- 9.7. Interest shall be charged on all overdue amounts, calculated at the prime lending rate of Spanly's principal bank plus 2% (two percent) per annum, calculated daily and compounded monthly, from the due date until the date of actual payment.

9.8. For EOR Services, charges shall be invoiced and paid in South African Rands (ZAR). The Company shall be liable for all bank charges accrued by the transfer of funds.

10. REPRESENTATIONS AND WARRANTIES BY THE COMPANY

The Company represents and warrants that:

10.1. The information provided to us, including Personal Information, is true and accurate. Should the Personal Information change for any reason, you undertake to amend such information submitted to us as soon as possible to reflect the most updated information.

10.2. The person or representative submitting the Registration Form on behalf of the Company is duly authorised to enter into the Terms and to bind the Company.

10.3. It has conducted all internal requirements required to enter into the Terms and bind the Company thereto.

10.4. Should the person or representative not be authorised to bind the Company, the Company nevertheless agrees that by using the Services, the Company has ratified any such lack of authority.

10.5. The information provided to us does not contain any obscene, defamatory, illegal, discriminatory or confidential content, or any content which infringes on the intellectual property or confidentiality rights of any individual or organisation.

10.6. You are not falsely impersonating any other person and you are not violating any applicable law regarding the use of Personal Information or other relevant information.

11. CONFIDENTIAL INFORMATION

11.1. For purposes of providing the Services, it will be necessary for the Parties to exchange and obtain certain information. In this regard:

11.1.1. The Company must treat and hold as confidential all information which it may receive from Spanly and/or the Talent.

11.1.2. Spanly must treat and hold as confidential all information which it may receive from the Company.

12. DATA PROTECTION

12.1. In order for Spanly to provide the Services, each Party understands that it shall be required to Process the Personal Information of the Company, Spanly and the Talent respectively. Each Party shall comply with all applicable data protection legislation.

12.2. Each Party further warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Information of the other Party and of the Talent appropriate to the risk presented by the Processing.

12.3. The Company agrees and consents to Spanly Processing its Personal Information for purposes of providing the Services, including the EOR Services. In particular, the Company consents to Spanly disclosing to Talent that the Company is a client of Spanly.

12.4. The Client is solely responsible for identifying and complying with all data protection and privacy laws applicable to it in the Client's location or any other applicable jurisdiction. The Client shall promptly notify Spanly in writing of any mandatory data protection laws that may affect the Services.

12.5. The further terms relating to data protection, including the roles of responsible party/controller and operator/processor, are set out in the Service Level Agreement.

13. WARRANTIES BY SPANLY

13.1. Spanly does not warrant, whether expressed or implied, that:

13.1.1. The Website or Services shall be without defect or free from any virus or other malware;

13.1.2. The Website or Services shall be accessible at all times.

13.2. Except for any express warranties in the Terms, the Services are provided “as is”. Spanly makes no other warranties, express or implied, of whatsoever nature, including but not limited to warranties of title, fitness for a particular purpose or merchantability.

13.3. Spanly does not warrant that the use of the Website or the Services will be uninterrupted or free from any error.

13.4. Spanly shall not be liable for delays, interruptions, service failures or other issues experienced in and during the use of internet and electronic communications or other systems outside of our reasonable control.

14. BREACH

14.1. Should either Party (“the Defaulting Party”) commit a material breach of the Terms, and fail to remedy such breach within 7 (seven) Business Days of having been called upon in writing by the other Party (“the Aggrieved Party”) to do so, then the Aggrieved Party will be entitled, in its discretion and without prejudice to its rights, to:

14.1.1. Cancel the Terms and without further notice claim damages from the Defaulting Party, provided that such breach is material; or

14.1.2. Proceed with a claim for specific performance of the Defaulting Party's obligations, without prejudice to the Aggrieved Party's right to claim damages.

15. TERMINATION

15.1. Spanly reserves the right to terminate the Terms, at any time and at Spanly's sole discretion, by providing not less than one month's written notice to the Company. Furthermore, Spanly may immediately suspend the operation of the Services and access to the Platform to the Company in whole or in part, by giving written notice to the Company, including for non-payment of Charges, reputational damage, or suspicion of fraud or illegal conduct.

15.2. The Client shall be entitled to terminate these Terms by providing written notice to Spanly as follows:

15.2.1. Within the first 3 (three) months following the Commencement Date, the Client may terminate on not less than 1 (one) week's written notice; and

15.2.2. After the expiry of the first 3 (three) months, the Client may terminate on not less than 1 (one) month's written notice,

provided always that the Company shall adhere to all applicable Labour Legislation obligations concerning notice periods, severance packages and grounds and procedures for termination.

15.3. Either Party may terminate the Terms as set out in clause 14.1.1. In the event that the Company terminates the Terms in terms of clause 14.1.1, such termination may be subject to additional fees and costs as set out in the Service Level Agreement.

15.4. In the event of termination of the Terms, the Company's access to the Platform and Services shall immediately terminate, and any Talent employment arrangements under active Engagement Schedules shall be dealt with in accordance with the Service Level Agreement and applicable Labour Legislation.

16. LIMITATION OF LIABILITY

16.1. You hereby confirm that your visiting, viewing, accessing and usage of the Website and our Services is voluntary and entirely at your own risk.

16.2. Notwithstanding anything to the contrary which may be contained in the Terms, Spanly's maximum aggregate liability arising out of or related to this Agreement, whether in contract or under any other theory of liability, shall not exceed the amounts paid and/or payable by the Company to Spanly in the 12 (twelve) months preceding the incident that gave rise to the claim.

16.3. Spanly shall not be liable for any indirect or consequential losses (including consequential, punitive and special loss, damage, loss of income, goodwill, costs and/or expenses of any nature whatsoever), whether in delict, contract or otherwise, which may arise from or in any way connected to the Website or the Services.

16.4. The Company hereby indemnifies Spanly and holds Spanly harmless in respect of any loss, damage, liability, costs and/or expenses of whatsoever nature which Spanly may suffer or incur as a consequence of or arising from any acts or omissions on the part of the Company, including without limitation any loss arising as a result of any claims brought against Spanly by any third party.

16.5. All implied representations and warranties which may apply to the Company, in relation to the viewing, accessing and usage of the Website or Services, are herewith expressly excluded to the maximum extent permitted by law.

16.6. Notwithstanding any provision in the Terms, any claim against Spanly must be instituted within 6 (six) months of the cause of action arising from such claim, failing which such claim shall by agreement between the Parties prescribe.

17. NON-SOLICITATION

17.1. The Company shall not, for the duration of the Terms and for a period of 24 (twenty-four) months after the termination of the Terms, directly or indirectly solicit, approach, recruit, employ, engage or otherwise induce any Talent to terminate their employment with Spanly, except as expressly permitted under the Service Level Agreement.

17.2. Should the Company wish to directly employ Talent following the expiry of the Restricted Period (as defined in the Service Level Agreement), the Company must comply with the Direct Employment provisions set out in the Service Level Agreement, including the payment of any applicable Transfer Fee.

17.3. The provisions of this clause shall survive the termination or cancellation of these Terms.

18. INTELLECTUAL PROPERTY AND COPYRIGHT

18.1. The Website, including the Platform, the domain name and the content of the Website is the exclusive property of Spanly.

18.2. Spanly shall at all times retain the right, title and interest in the Website, the Platform, the Services, all copyright, patents, trade secrets, trademarks and other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, agreements, policies, information and other material available on the Website.

18.3. The Company acknowledges and agrees that the intellectual property is protected by South African and international intellectual property and copyright laws.

18.4. The Company shall under no circumstances copy, reproduce, replicate, redistribute, download or otherwise transfer the information and intellectual property from the Website or our Services, in any manner or form, without Spanly's prior written consent.

18.5. The Company understands and agrees that its viewing, access and use of the Website, the Platform and our Services will be limited to the purpose for which it is intended and that

the Company will not use our intellectual property for any purpose other than for the use of our Services which are expressly authorised by Spanly.

19. GENERAL

19.1. The Parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary for the Terms:

19.1.1. Spanly:

199 Bryanston Drive, Sandton

19.1.2. Company: The address and email address provided to us on registration and as set out on the Company's Online Profile.

19.2. All notices shall be in writing and shall be deemed to have been duly given (i) when delivered by hand, courier or other messenger (including registered mail), during normal business hours of the recipient party; or (ii) when sent by e-mail at the time such email enters the recipient party's mailbox, with positive confirmation of receipt.

19.3. Nothing in the Terms shall constitute or be deemed to constitute a partnership, employment relationship or agency between the Company and Spanly.

19.4. Spanly may assign, delegate, novate or otherwise transfer any of our rights or obligations under the Terms without notice to the Company and without the Company's consent. The Company may not assign, delegate, novate or otherwise transfer any of its rights under the Terms.

19.5. If at any time any provision of the Terms is or becomes invalid, illegal or unenforceable in any respect, that provision shall be deemed severed from the Terms, but the validity, legality and enforceability of the remaining provisions of the Terms shall not be affected or impaired by the severance.

19.6. Any waiver by us of a breach of any provision of the Terms will not be deemed a waiver of any subsequent breach of the same or another provision.

19.7. The Terms shall be governed by and be construed in accordance with South African law. Any dispute arising from or in connection with the Terms shall be referred to arbitration in terms of the Arbitration Foundation of South Africa (AFSA) rules, with the seat of arbitration being Johannesburg, South Africa, unless the Parties agree otherwise.

19.8. These Terms and the documents referred to in them constitute the entire agreement and understanding of the Parties relating to the subject matter and supersede any previous agreement or understanding between the Parties in relation to such subject matter.

19.9. No modification or variation of the Terms shall be valid unless it is in writing and signed by or on behalf of each of the Parties. For the avoidance of doubt, no modification or variation shall be valid if made by e-mail.