



Physical Address: House No. 12,
Daima Street, Mikocheni Warioba,
Off Mwai Kibaki Road, Dar es Salaam.

Terms of Use for Employee Reference Bureau

Effective Date: 04 February 2025

Welcome to Employee Reference Bureau (hereafter "ERB," "we," "our," or "us"). By accessing or using our website, services, or platforms (collectively referred to as "Services"), you agree to comply with and be bound by these **Terms of Use**. If you do not agree with these terms, you must not use our Services.

Please read these Terms of Use carefully before using our Services.

1. Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms of Use, as well as any applicable laws and regulations. These Terms of Use constitute a legal agreement between you and ERB. If you do not agree to these terms, do not use our Services.

2. Changes to Terms

We may revise these Terms of Use from time to time. When we do, we will post the updated version on our website and update the "Effective Date" above. We encourage you to review these Terms periodically. Your continued use of our Services after any changes constitutes your acceptance of the updated terms.

3. Services Provided

ERB provides employment reference verification, background check, and related services (the "Services"). Our Services may include, but are not limited to, gathering and providing reference checks, validating employment history, assessing job applicant suitability, and delivering reports to authorized recipients.

4. Eligibility

You must be at least 18 years old or the legal age of majority in your jurisdiction to use our Services. By accessing or using our Services, you represent and warrant that you meet this eligibility requirement.

5. User Obligations

By using our Services, you agree to:



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- Provide accurate, complete, and current information to ERB when required.
- Ensure that you have the necessary rights and permissions to submit or share any personal data or employment-related information, including reference materials, that you provide to ERB.
- Use our Services only for lawful purposes and in accordance with applicable laws and regulations.
- Not engage in any conduct that could damage, disable, or impair our Services or interfere with any other party's use of our Services.

6. Account Security

If our Services require you to create an account, you are responsible for maintaining the confidentiality of your account information and password. You agree to notify us immediately of any unauthorized use of your account. ERB is not responsible for any loss or damage arising from your failure to comply with this obligation.

7. Use of Personal Data

ERB's use of personal data is governed by our Privacy Policy. By using our Services, you consent to our collection, use, and sharing of personal information as described in the Privacy Policy.

8. Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- **Unauthorized Access:** Attempting to gain unauthorized access to our Services, systems, or networks.
- **Impersonation:** Impersonating any person or entity or falsely claiming an affiliation with any person or entity.
- **Misuse of Information:** Using our Services to gather or misuse personal data, engage in harassment, or violate privacy laws.
- **Fraudulent Activity:** Providing false or misleading information, such as fake references, false employment history, or fabricated data.
- **Harmful Behavior:** Engaging in any activity that could harm, damage, or disrupt our Services, including introducing viruses, malware, or other harmful code.

9. Intellectual Property

All content, features, and functionality available on or through the Services, including but not limited to text, graphics, logos, trademarks, software, and reports, are the property of ERB or



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its licensors and are protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, or otherwise use any content from our Services without our express written permission.

10. Disclaimers and Limitations of Liability

ERB makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of the information provided through our Services. Our Services are provided "as is" and "as available," without any warranties, express or implied.

To the fullest extent permitted by law, ERB shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from:

- Your use or inability to use our Services.
- Any errors, omissions, or inaccuracies in the content provided by ERB.
- Any third-party claims, data breaches, or unauthorized access to your information.

11. Indemnification

You agree to indemnify and hold ERB, its officers, employees, agents, and affiliates harmless from any claims, damages, liabilities, losses, or expenses, including reasonable attorney's fees, arising from your use of the Services, your violation of these Terms, or your violation of any rights of any third party.

12. Termination of Services

ERB reserves the right to suspend, terminate, or restrict your access to our Services, in whole or in part, at any time and without notice, if we believe you have violated these Terms or for any other reason deemed necessary by ERB.

13. Governing Law

These Terms of Use are governed by and construed in accordance with the laws of the United Republic of Tanzania, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms will be subject to the exclusive jurisdiction of the courts located in the United Republic of Tanzania.

14. Dispute Resolution

In the event of a dispute, you agree to first attempt to resolve the matter informally with ERB. If informal resolution is unsuccessful, you agree to resolve any disputes through binding



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arbitration or mediation, in accordance with the rules of Tanzania Arbitration, rather than through litigation.

15. Severability

If any provision of these Terms of Use is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

16. Contact Information

If you have any questions or concerns regarding these Terms of Use, please contact us:

RELIANCE SOLUTIONS & TECHNOLOGY (T) LTD

Daima Street, House No. 12, Off Mwai Kibaki Road, Mikocheni, Kinondoni, Dar Es Salaam, Tanzania

Email: info@erb.co.tz

Phone: +255 767 053 250

