CONFIDENTIAL WHEN FILLED OUT

ZESASE (PTY) LTD Reg No.: 2021/142322/07

Applicant/Individual/Data Subject Consent for Criminal Check

1. Data Subject Details (herein after "The Applicant")			
Surname		Full Names	
Mobile Number		ID Number or Passport Number	
Physical Address		Postal code	
Population Group		Gender	
Email Address			

2. Customer Details (herein after "The Customer")			
Name	AERIEL NHLANZEKO SIBONELO MTHIYANE	Co Reg Number	2021/142322/07
Physical Address	08 MOERASRUITER, BIRDSWOOD, RICHARDS BAY	Postal code	3900
Have you ever been convicted of any offence? If YES, state place date and sentence:			

3. Preamble

The Protection of Personal Information Act No. 4 of 2013 (**"POPI"**) aims to promote the **protection of personal information** by providing minimum requirements for the collection, storage, and use (**"Processing"**) of personal information. POPI requires your consent to be provided for the processing of your personal information.

4. Definitions

For purposes of this Indemnity and Consent Form the following words will bear the following meanings and similar words will bear corresponding meanings:

4.1 **"Afiswitch"** means Afiswitch (Proprietary) Limited (Registration No. 2001/023465/07).

4.2 **"Approved Purpose"** means the purpose for which I consent to the processing of my personal information including my Biometric information and such purposes may include the use of my personal information to positively identify me during any identity validation process utilising any of THE CUSTOMER products or services or the products or services of THE CUSTOMER 3rd Party Verification Agents; or for preventing fraud or detecting fraud.

4.3 **"Biometric"** as per POPI, means a technique of personal identification that is based on physical, physiological, or behavioural characterization including blood typing, fingerprinting, DNA Analysis, retinal scanning, face, and voice recognition.

4.4 **"Biometric Record Check"** means the record check that THE CUSTOMER will conduct, at the Applicant's request, in respect of the Applicant.

4.5 **"Data"** means the Applicant's personal information that is provided to THE CUSTOMER by the Applicant for purposes of conducting the Biometric Record Check, such data includes, without limitation, the Applicant's name, surname, address, mobile number, identity or passport number and Biometric information such as fingerprints and portraits.

4.6 **"Data Findings"** means the Applicant's personal information that is obtained by background screeners, THE CUSTOMER, and its 3rd Party Verification Suppliers during the course of performing the Biometric Record Check.

4.7 **"Personnel"** means any officer, director, employee, agent, consultant, contractor, or other representative of a party; and

4.8 **"3rd Party Verification Agents"** means EmployInsight (PTY) LTD (Reg No 2012/201088/07) acting on behalf of THE CUSTOMER, including, without limitation, Afiswitch, fraud prevention organizations and background screeners.

5. Consent

5.1 I hereby authorize THE CUSTOMER and its 3rd Party Verification Suppliers, to access, use, store, and transfer my Data for purposes of conducting the Biometric Record Check and for any Approved Purpose. In this regard I acknowledge and agree that my Data may be shared by THE CUSTOMER with its 3rd Party Verification Suppliers for purposes of performing the Biometric Record Check.

5.2 In addition to clause 5.1 above, I hereby authorize THE CUSTOMER and its 3rd Party Verification Suppliers to retain, store, use and transfer the Data and Data Findings for any other lawful purpose, including for purposes of verifying my identity which will include comparing and verifying the Data and Data Findings against any national data registers or lawful Biometric databases to whom I have provided my Biometric information to.

5.3 I hereby agree that the Data Findings (including, without limitation, any adverse findings) may be shared by the 3rd Party Verification Agent and Suppliers with THE CUSTOMER.

5.4 I warrant that the Data provided to THE CUSTOMER is accurate and current and that I have not knowingly withheld any facts or circumstances.

5.5 I understand that THE CUSTOMER and its 3rd Party Verification Suppliers will use reasonable efforts to maintain the confidentiality of the Data and Data Findings and that the Data and Data Findings will be stored in a secure manner and accessed and transferred for the purposes I have authorized.

5.6 I hereby indemnify and hold THE CUSTOMER and its 3rd Party Verification Suppliers and their respective Personnel harmless against any and all loss, damage, injury, liability, costs and expenses suffered or incurred by THE CUSTOMER and/or its 3rd Party Verification Suppliers and/or their respective Personnel whether directly or indirectly out of or in connection with any incorrect or false information or Data submitted by myself.

5.7 I hereby indemnify and hold THE CUSTOMER and its 3rd Party Verification Suppliers and their respective Personnel harmless against any and all loss, damage, injury, liability, costs and expenses suffered or incurred by me whether directly or indirectly out of or in connection with the Biometric Record Check and the use, storage and transfer of the Data and Data Findings and/or any errors or omissions contained therein, irrespective of whether such errors or omissions occur as a result of THE CUSTOMER's, its 3rd Party Verification Suppliers' and/or their respective Personnel's negligent acts or omissions.

5.8 I acknowledge and agree that THE CUSTOMER and its 3rd Party Verification Suppliers and their respective Personnel will not be liable, under any circumstances whatsoever, for any loss, damage, injury, liability, costs and expenses suffered or incurred by me whether directly or indirectly out of or in connection with my and/or any 3rd party's reliance on the Data Findings, including, without limitation, any decisions that I and/or any 3rd party may make based on such Data Findings.

5.9 I further agree that the Data and Data Findings may be transferred cross-border to other countries, for processing provided that these countries abide by the provisions in POPI relating to such transfer.

5.10 **I hereby indemnify and hold Afiswitch harmless against all losses, claims, demands, proceedings, damages, costs, charges, and expenses (including reasonable legal expenses) of whatsoever nature arising from this Indemnity and Consent Form or at law in respect of the CUSTOMER and its 3rd Party Verification Suppliers acts, omissions and/or breach of the provisions of this Indemnity and Consent Form or loss of or damage to any person or property occurring by of exercise of this agreement. I hereby indemnify and hold Afiswitch harmless against all and any costs and disbursements, including professional charges (including, but not limited to, legal costs on the scale of Attorney and own Customer), incurred Afiswitch and arising from any litigation, whether civil or criminal, Afiswitch shall be compelled to defend any action against it deriving from any complaint, dispute, or claim instituted against Afiswitch by any person, entity, firm, company or organisation where the actions giving rise to the claim for relief were actions of THE CUSTOMER and its 3rd Party Verification Suppliers that were not in compliance with Applicable Law.**

5.11 By signing this Indemnity and Consent Form, I warrant and declare that I have read through this Indemnity and Consent Form, and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

Applicant Signature _____ Signature Date _____