

**1. DEFINITIONS**

- 1.1. **Candidate** means the person completing this document to be considered by the Company for purposes of employment/ continuation of employment also the data subject for the purposes of POPI;
- 1.2. **Employer** means the Company considering the Candidate for purposes of employment/ continuation of employment;
- 1.3. **Company** refers to the IFACTS client, whether it be a recruitment agency or an Employer or otherwise;
- 1.4. **Consent** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;
- 1.5. **Consumer Credit Information** shall have the meaning ascribed to it in section 70 of the NCA;
- 1.6. **FAIS Act** shall mean the Financial Advisory and Intermediary Services Act of 2002;
- 1.7. **“Fair Comment”** means comments that are matters

- of public interest. For avoidance of doubt comment will not be considered fair comment if the publisher of information acted with an improper motive. Insofar that the defamatory comment is not an opinion based on factual information (which facts must be clearly stated) and is not fair;
- 1.8. **FSB** refers to the Financial Services Board;
- 1.9. **NCA** shall mean the National Credit Act, No 34 of 2005, as amended from time to time, including any regulations made under the Act;
- 1.10. **Operator** means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
- 1.11. **Personal Information** shall have the meaning ascribed to it in Chapter 1 of POPI and includes, but is not limited to a name, address, email address, telephone or fax number, fingerprints, criminal history and education or other personal credentials provided, or which is collected from the candidate

- or other third parties, before and/or during the background screening process and/or thereafter;
- 1.12. **POPI** shall mean the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations made under the Act;
- 1.13. **Privacy and Data Protection Conditions** refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;
- 1.14. **Responsible Parties** have meaning to the Company and IFACTS together, and
- 1.15. **Regulator** means the Information Regulator established in terms of section 39;
- 1.16. **Verification Information Suppliers** shall mean third parties acting on behalf of IFACTS, including, but not limited to, criminal record bureaus, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations;

I, \_\_\_\_\_ the undersigned (full name and surname)  
 ID number \_\_\_\_\_ (If not available, date of birth & passport number)  
 Address \_\_\_\_\_  
 Have you ever been convicted of an offence? \_\_\_\_\_  
 If so state the place, date and sentence. \_\_\_\_\_

**2. CONSENT FOR THE USE OF PERSONAL INFORMATION**

- 2.1. I hereby authorize the Company's duly authorized verification agent, IFACTS (Pty) Ltd (“IFACTS”), to access my Personal Information and conduct background screening checks including, but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification, social media searches and drivers' licence.
- 2.2. I consent to requests for consumer credit information to be released for the below prescribed purposes only:
  - 2.2.1. for employment in a position of trust and honesty and entails the handling of cash or finances;
  - 2.2.2. fraud prevention or detection.
- 2.3. I understand that verification requests form part of the background screening process:
  - 2.3.1. that requests for credit information from Credit Bureaus will only be conducted under the regulations defined as per the NCA;
  - 2.3.2. data obtained from the FSB serve only for the purpose to determine the fitness and propriety as envisaged in the FAIS Act.
- 2.4. I acknowledge that any Personal Information supplied to the Company is provided voluntarily and that the Company may not be able to comply with its obligations if the correct Personal Information is not supplied to the Company.
- 2.5. I understand that privacy is important to the Responsible Parties and the Responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and for the purposes I have authorised.
- 2.6. I warrant that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary.

- 2.7. By submitting any Personal Information to the Company in any form I acknowledge that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information in the following manner by the Company and/or verification information suppliers:
- 2.8. Personal Information may be shared by the Company with IFACTS and may be further shared by IFACTS with the Verification Information Suppliers for verification or other legitimate purposes;
- 2.9. Personal Information may be shared by the Verification Information Suppliers with IFACTS and be further shared by IFACTS with the Company and IFACTS's other clients for purposes of continued or future employment or for other legitimate purposes as per the NCA;
- 2.10. I consent to the further processing of my personal information insofar as this is in accordance and compatible with the purpose for which the information has been collected, alternatively insofar as this information has deliberately been made public by me and/or is derived from a public record.
- 2.11. I understand that the information derived from my social media accounts form a part of the verification information required for background screening. I acknowledge that the Verification Information Supplier responsible for providing the social media data uses certain algorithms that predicts current and future behavioral traits. I acknowledge that this information at all times amounts to fair comment from the Verification Information Supplier, IFACTS and the Customer.
- 2.12. Personal Information may be stored for a reasonable period by the Company, IFACTS and/or the Verification Information Suppliers &.
- 2.13. Personal Information may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. In any cross-border transfer of personal information the recipient will be

- notified of the need to protect the confidentiality of the personal information.
- 2.14. I take note that if the Responsible Party has utilized the Personal Information contrary to the Privacy and Data Protection Conditions, I may first resolve any concerns with that Responsible Party. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
- 2.15. A copy of Personal Information kept by the Responsible Parties will be furnished to me upon request in terms of the provisions of POPI or the NCA and I understand that I may dispute any information in the record provided.
- 2.16. I unconditionally agree to indemnify the Responsible Parties, and Verification Information Suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated personal information, provided to the Company by myself or by a third party in respect of me.
- 2.17. I unconditionally indemnify IFACTS and its verification information suppliers against any liability that may result from furnishing information in this regard.
- 2.18. I understand that it is a condition of IFACTS's verification information suppliers that this information is furnished by them solely for the purposes of my proposed / continuation of employment via the offices of the Company and that any information that is furnished to the Company and IFACTS will be disclosed to me before a decision is made on my continued employment or application for employment. Furthermore, I authorize IFACTS to host my fingerprints and, upon request and with my consent, to release criminal results to other organisations.

CANDIDATE SIGNATURE

Date

All signatories to this document agree that IFACTS will NOT be held liable for the content, factual correctness or accuracy of any Supplier Data supplied to IFACTS for the Company by IFACTS's suppliers. The Company and the Candidate hereby indemnifies and holds IFACTS harmless against any loss arising from neglect or damage in procuring, communicating or failing to communicate information to the Company.

As the enquiring Agent of the Company, and in the case that this form instructs IFACTS to provide consumer credit information, I hereby state that I understand the provisions of the National Credit Act (34 of 2005), section 70(2)(g), and the Regulations made in terms of the Act, section 18(4) and (5).

AGENT SIGNATURE

Date

