

I, the undersigned (full name and surname) \_\_\_\_\_ (Maiden Name) \_\_\_\_\_

ID Number \_\_\_\_\_ (If not available, DOB and Passport number) \_\_\_\_\_

Gender \_\_\_\_\_ Ethnic group \_\_\_\_\_

Address \_\_\_\_\_

Have you ever been convicted of an offence? If so state place date and sentence \_\_\_\_\_

Email address \_\_\_\_\_ Tel number \_\_\_\_\_

Candidate Signature: \_\_\_\_\_ Date \_\_\_\_\_

<p><b>DEFINITIONS</b></p> <p>1.1. <b>Candidate</b> means the person completing this document and/or the data subject for the purposes of POPI;</p> <p>1.2. <b>Employer</b> means the Company considering the Candidate for purposes of employment/appointment or continuation of employment/appointment;</p> <p>1.3. <b>Company</b> refers to the CSI AFRICA client, whether it be a recruitment agency or an Employer or otherwise;</p> <p>1.4. <b>Consent</b> means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;</p> <p>1.5. <b>Consumer Credit Information</b> 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;</p> <p>1.7. <b>“Fair Comment”</b> 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;</p> <p>1.8. <b>FSB</b> 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</p> <p>1.10. <b>Operator</b> 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;</p> <p>1.11. <b>Personal Information</b> 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;</p> <p>1.12. <b>POPI</b> shall mean the Protection of Personal Information Act, No 4 of 2013,</p>	<p>as amended from time to time, including any regulations made under the Act;</p> <p>1.13. <b>Privacy and Data Protection Conditions</b> refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;</p> <p>1.14. <b>Responsible Parties</b> have meaning to the Company and CSI AFRICA together, and 1.15. <b>Regulator</b> means the Information Regulator established in terms of section 39;</p> <p>1.16. <b>Verification Information Suppliers</b> shall mean third parties acting on behalf of CSI AFRICA, including, but not limited to, criminal record bureaus, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations, <b>Mie, Lexus Nexus, Ifacts</b></p> <p>1.17. <b>Afiswitch</b> means Afiswitch (Proprietary) Limited (Registration No. 2001/023465/07);</p> <p>1.18. <b>Approved Purpose</b> means the purpose for which I consent to the processing of my personal information including my Biometric information as outlined in Afiswitch's privacy policy</p> <p>1.19. <b>Biometric</b> as per POPI, means a technique of personal identification that is based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA Analysis, retinal scanning, face and voice recognition;</p> <p>1.20 <b>Biometric Record Check</b> means the record check that Afiswitch will conduct, at both the Customer and Applicant’s request, in respect of the Applicant;</p> <p>1.21 <b>Data</b> means the Applicant’s personal information that is provided to the Customer and Afiswitch 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;</p> <p>1.22 <b>Data Findings</b> means the Applicant’s personal information that is obtained by Afiswitch, background screeners, the Customer and its 3<sup>rd</sup> Party Verification Suppliers during the course of performing the Biometric Record Check;</p> <p>1.23 <b>Personnel</b> means any officer, director, employee, agent, consultant, contractor or other representative of a party; and</p> <p>1.24 <b>3<sup>rd</sup> Party Verification Agents</b> means the third parties acting on behalf of the Customer, including, without limitation, fraud prevention organisations and background screeners.</p>
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**2. CONSENT FOR THE USE OF PERSONAL INFORMATION**

2.1. I hereby authorize the Company’s duly authorized verification agent, CSI AFRICA (Pty) Ltd (“CSI AFRICA”), 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 and/or appointment in a position of trust and honesty that may entail the handling of cash or finances of the Company as well as any instances of material decision making responsibilities relevant to the finances of the Company.

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 CSI AFRICA and may be further shared by CSI AFRICA with the Verification Information Suppliers for verification or other legitimate purposes;
- 2.9. Personal Information may be shared by the Verification Information Suppliers with CSI AFRICA and be further shared by CSI AFRICA with the Company and CSI AFRICA'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 behavioural traits. I acknowledge that this information at all times amounts to fair comment from the Verification Information Supplier, CSI AFRICA and the Customer.
- 2.12. Personal Information may be stored for a reasonable period by the Company, CSI AFRICA 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 CSI AFRICA and its verification information suppliers against any liability that may result from furnishing information in this regard.
- 2.18. Where relevant, I understand that it is a condition of CSI AFRICA's verification information suppliers that this information is furnished by them solely for the purposes of: - my proposed/continuation of employment/ appointment in a position of trust or otherwise via the offices of the Company; or - my proposed appointment or reappointment in a position as a director, prescribed officer or other relevant or public office position via the offices of the Company. Any information will be furnished to the Company and CSI AFRICA, any information related to an appointment as described in this clause may be disclosed to me, on written request by me to the Company or CSI AFRICA. Furthermore, I authorise CSI AFRICA to host my fingerprints and, upon request from other organizations hereby provide my consent for CSI AFRICA to release the result.
- 2.19 I hereby authorise Afiswitch, the Customer and its 3<sup>rd</sup> Party Verification Suppliers, to access, use, store, and transfer my Data for purposes of conducting the Biometric Record Check and for any Approved Purpose as outlined in the Afiswitch privacy policy. In this regard I acknowledge and agree that my Data may be shared by the Customer to Afiswitch along with the Customer's 3<sup>rd</sup> Party Verification Suppliers for purposes of performing the Biometric Record Check.
- 2.20 In addition to clause 2.19 above, I hereby authorise Afiswitch, the Customer and its 3<sup>rd</sup> 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.
- 2.21 I hereby agree that the Data Findings (including, without limitation, any adverse findings) and any personal information contained therein to be collected by Afiswitch indirectly from the South African Police Services Automated Fingerprint Identification System.
- 2.22 I hereby agree that the Data Findings (including, without limitation, any adverse findings) may be shared by Afiswitch, the 3<sup>rd</sup> Party Verification Agent and Suppliers with the Customer.
- 2.23 I hereby agree that Afiswitch may retain my personal information provided in this form and any personal information contained in a Biometric Record Check for as long as required by the applicable law, failing which, for as long as specified in Afiswitch's privacy policy.
- 2.24 I warrant that the Data provided to the Customer and Afiswitch is accurate and current and that I have not knowingly withheld any facts or circumstances.
- 2.25 I understand that Afiswitch, the Customer and its 3<sup>rd</sup> 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.
- 2.26 I hereby indemnify and hold Afiswitch, the Customer and its 3<sup>rd</sup> 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 3<sup>rd</sup> 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.
- 2.27 I hereby indemnify and hold Afiswitch, the Customer and its 3<sup>rd</sup> 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 Afiswitch's, the Customer's, its 3<sup>rd</sup> Party Verification Suppliers' and/or their respective Personnel's negligent acts or omissions.
- 2.28 I acknowledge and agree that Afiswitch, the Customer and its 3<sup>rd</sup> 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 3<sup>rd</sup> party's reliance on the Data Findings, including, without limitation, any decisions that I and/or any 3<sup>rd</sup> party may make based on such Data Findings.
- 2.11 Notwithstanding an applicable law to the contrary, I hereby indemnify and hold CSI AFRICA 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 3<sup>rd</sup> 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 CSI AFRICA 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 CSI AFRICA and arising from any litigation, whether civil or criminal, CSI AFRICA shall be compelled to defend any action against it deriving from any complaint, dispute, or claim instituted against the Customer 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 3<sup>rd</sup> Party Verification Suppliers that were not in compliance with applicable law.

CANDIDATE SIGNATURE: