TERMS AND CONDITIONS

CREDENCE SCREENING ENTERPRISE (PTY) LTD

1. DEFINITIONS

1.1 "Service Provider" refers to Credence Screening Enterprise (Pty) Ltd.

1.2 "Client" refers to any individual, company, close corporation, partnership, or entity making use of the Service Provider's services.

1.3 "Services" refers to all vetting, screening, verification, and related services rendered.

1.4 "Contract" refers to any agreement, quotation acceptance, or instruction (written, electronic, or verbal) between the Client and Service Provider.

1.5 "Data Subject" refers to any individual whose personal information is processed.

1.6 "Report" refers to the written output of any Service, summarising the results of a background check, verification, or screening process conducted by the Service Provider, and provided to the Client for decision-support purposes as set out in Clause 12.

2. APPLICATION OF TERMS

2.1 These Terms and Conditions apply to all services rendered and supersede any conflicting Client terms unless agreed to in writing by the Service Provider.

2.2 Acceptance of a quotation, submission of information, or instruction to proceed constitutes acceptance of these Terms and Conditions.

3. SCOPE OF SERVICES

3.1 The Service Provider agrees to perform background screening services as requested by the Client.

3.2 The Service Provider does not guarantee the completeness or accuracy of third-party data sources but undertakes to exercise reasonable skill, care, and diligence.

3.3 All results are based on information available at the time of the search.

4. CLIENT RESPONSIBILITIES

4.1 The Client warrants that:

- All information provided is accurate, complete, and lawful;

- Proper written consent has been obtained from the Data Subject prior to submission;
- The Client complies with all applicable legislation, including the Protection of Personal Information Act (POPIA) and, where applicable, the General Data Protection Regulation (GDPR).

4.2 The Client indemnifies the Service Provider against any claims arising from failure to obtain proper consent or unlawful processing of personal information.

5. CONSENT & LEGAL COMPLIANCE

5.1 The Client confirms that all background checks are conducted with the full knowledge and consent of the Data Subject.

5.2 The Service Provider reserves the right to request proof of consent at any time.

5.3 The Client agrees to comply with all applicable legislation, including the Financial Intelligence Centre Act (FICA) where applicable.

6. DATA PROTECTION & PRIVACY

6.1 The Service Provider processes personal information:

- Lawfully, fairly, and transparently;
- For specific, legitimate purposes;
- In accordance with POPIA and GDPR principles.

Data Security

Appropriate technical and organisational measures are implemented to safeguard personal information against loss, unauthorised access, or disclosure.

Data Retention

Personal information and Reports will be retained for a period of 3 (three) years from the date of completion of the relevant Service, aligned with the general prescription period under the Prescription Act 68 of 1969, and to enable the Service Provider to respond to Client requests for re-issue of previously completed Reports. Thereafter, personal information will be securely deleted, destroyed, or de-identified, unless a longer period is required by law, necessary for the resolution of an active dispute, or otherwise agreed with the Client in writing.

7. TURNAROUND TIMES (SLA)

7.1 Standard turnaround times are estimates and may vary depending on the nature of the verification and third-party response times.

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Parow, Cape Town, 7500

General Verifications

All verification and screening services (excluding criminal record checks) carry a standard turnaround time of 48 (forty-eight) business hours, calculated from the time that:

- Payment has been received and cleared (where applicable); and
- All required documentation and accurate information have been submitted.

Criminal Record Checks

Criminal record checks are typically completed within the following timeframes, subject to volume, system availability, and third-party processing constraints:

- Priority Checks: 2–4 (two to four) business hours; and
- Standard Checks: 4–8 (four to eight) business hours.

Month-End Billing Cut-Off

All screening requests that are to be included in the current month's invoice must be submitted by 12:00 PM (noon) on the last business day of the month. Requests received after this cut-off will be processed as normal but will be reflected on the following month's invoice.

Daily Processing Cut-Off

To ensure the Service Provider maintains its service levels, any screening requests received from 4:00 PM onwards will be processed on the next business day, with completed reports delivered by or before 12:00 PM the following day, subject to all required documentation and information having been received.

7.2 The Service Provider shall not be held liable for delays caused by third-party institutions or circumstances beyond its control.

8. FEES & PAYMENT TERMS

8.1 Fees are charged in accordance with the quotation or agreed pricing schedule.

8.2 Quotations are valid for 30 (thirty) days unless otherwise stated.

8.3 Services will commence only upon receipt of payment unless otherwise agreed in writing.

8.4 The Client is responsible for providing proof of payment.

Late Payment Penalty

Any invoice not settled within the agreed payment terms will incur a late payment fee of 2% (two percent) per month, calculated from the due date until full payment is received. The parties acknowledge that, to the extent the National Credit Act 34 of

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2005 applies, this fee is capped at the maximum rate permitted for incidental credit agreements, and that an incidental credit agreement may be deemed concluded 20 (twenty) business days after the date this fee is first levied, in accordance with Section 5(2) of that Act.

8.5 The Service Provider reserves the right to:

- Suspend services for overdue accounts;
- Withhold the release of reports until all outstanding amounts (including penalties) are settled.

9. LIMITATION OF LIABILITY

9.1 The Service Provider shall not be liable for:

- Any indirect, incidental, or consequential damages;
- Loss of profit, business, or reputation;
- Errors, omissions, or inaccuracies from third-party data sources.

9.2 The Service Provider's total liability shall not exceed the total fees paid by the Client for the specific service giving rise to the claim.

10. INDEMNITY

The Client agrees to indemnify and hold harmless the Service Provider from any claims, damages, or liabilities arising from:

- Misuse of reports;
- Failure to obtain proper consent;
- Unlawful or unethical use of information obtained through the Services.

11. CONFIDENTIALITY

11.1 Both parties agree to maintain strict confidentiality regarding all information exchanged.

11.2 Reports are intended solely for the Client's internal use and may not be shared with unauthorised third parties without prior written consent.

12. USE OF REPORTS

12.1 All reports are provided strictly for decision-support purposes.

12.2 The Service Provider does not make employment or business decisions on behalf of the Client.

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12.3 The Client assumes full responsibility for any decisions made based on the reports.

13. TERMINATION

13.1 Either party may terminate the agreement with written notice.

13.2 All outstanding fees shall remain payable upon termination.

14. FORCE MAJEURE

The Service Provider shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to system failures, natural disasters, or government actions.

15. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

16. GENERAL

16.1 No amendment to these Terms shall be valid unless in writing and signed by both parties.

16.2 If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.3 These Terms and Conditions constitute the entire agreement between the parties.

ACCEPTANCE

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Client Name: ____________________________

Company Name: ____________________________

Signature: ____________________________

Date: ____________________________

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