Applicant/Individual Indemnity & Consent Form

1. Data Subject Details (herein after "The Applicant")										
Surname					**Full Names**					
Mobile No.				**RSA ID / Passport No.**						
Address Number, Street, Suburb, Town								**Postal code**		
Population ✓	☐ Black	☐ Coloured	☐ White	☐ Asian	☐ Other	**Gender**	☐ Male	☐ Female	**Date of Birth**	
Email Address								**Country of birth**		
2. Customer Details (herein after "The Customer")										
Company Name	Busizest (PTY) Ltd. trading as In Touch Solutions							Company Reg Number:		2020/873532/07
Physical Address	58 Roosevelt Road Glendinningvale Gqeberha							Postal code		6001
Have you ever been convicted of any offence?				**No** ☐		**Yes** ☐		**If Yes, state the following:**		
Place:				**Date:**			**Sentence:**			
Reason for Enquiry:										

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 as outlined in Afiswitch's privacy policy available on its website at https://www.afiswitch.com/wp-content/uploads/2021/09/Afiswitch-Privacy-Notice-July-2021.pdf;
4.3. "**Biometric**" 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;
4.4. "**Biometric Record Check**" means the record check that Afiswitch will conduct, at both the Customer and Applicant's request, in respect of the Applicant;
4.5 "**Data**" 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;
4.6 "**Data Findings**" means the Applicant's personal information that is obtained by Afiswitch, 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 the third parties acting on behalf of the Customer, including, without limitation, fraud prevention organisations and background screeners.

5. Consent
5.1 I hereby authorise Afiswitch, 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 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 3rd Party Verification Suppliers for purposes of performing the Biometric Record Check.
5.2 In addition to clause 5.1 above, I hereby authorise Afiswitch, 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) and any personal information contained therein to be collected by Afiswitch indirectly from the South African Police Services Automated Fingerprint Identification System.
5.4 I hereby agree that the Data Findings (including, without limitation, any adverse findings) may be shared by Afiswitch, the 3rd Party Verification Agent and Suppliers with the Customer.
5.5 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.
5.6 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.
5.7 I understand that Afiswitch, 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.
5.8 I hereby indemnify and hold Afiswitch, 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.
5.9 I hereby indemnify and hold Afiswitch, 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 Afiswitch's, the Customer's, its 3rd Party Verification Suppliers' and/or their respective Personnel's negligent acts or omissions.
5.10 I acknowledge and agree that Afiswitch, 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.
5.11 Notwithstanding an applicable law to the contrary, 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 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 3rd Party Verification Suppliers that were not in compliance with applicable law.
5.12 By signing this Indemnity and Consent Form, I warrant and declare that I have read through Afiswitch's privacy policy available on its website and this Indemnity / Consent Form and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

Applicant Signature:		**Date:**		
			dd/mm/yyyy	**Invoice or Receipt Number**

Results are ready within 24, 4 or 1 hour(s). **WhatsApp** your surname and initials to **041 373 1680** or e-mail info@intouchsolutions.biz. To renew your criminal record check, you don't need to come in: our remote Resubmission Clearance service takes 2 to 7 working days. Contact us and we'll submit it for you.

In Touch Solutions. Keeping you in touch.