



TERMS AND CONDITIONS

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USAGE

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21. ORO's Privacy Policy, which is accessible by www.verime.co.za, is incorporated by reference and forms part of these terms and conditions.
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PAYMENT POLICY

25. There is only one distinct method of effecting payment for the 'Screening and Verification' service, namely 'Secure Internet Deposit'.
26. This payment option is only available to approved and registered clients.
27. 'Secure Internet Deposit' is immediately authorised by an online payment gateway, provided that all details are correctly captured. ORO takes no responsibility for the fraudulent use of Internet banking log on codes and PINs. Payment by Secure Internet Deposit attracts a surcharge, levied by the payment bureau, which may increase the cost of your inquiry.

VERIFICATION PURPOSE

28. ORO's agents require that the information is furnished only for the purposes of the proposed employment (or continuation of employment), or for fraud prevention or detection purposes of the data subject.
29. Signed ORO Consent Forms are required for all verification requests

THIRD PARTY RESPONSIBILITY

30. If you are an agent of a third-party and make verification requests in respect of on a data subject, you hereby acknowledge that you, in your capacity as an agent of the third party, have fully informed the data subject concerned of his or her own rights regarding individual privacy, and have obtained the data subject's consent, in writing, to perform verification checks.
31. As an agent of the third-party company, you are obliged to: (a) Inform the data subject of your intent to perform verification checks, (b) obtain consent, in writing, from the data subject to perform verification checks, (c) inform the data subject of all results, (d) only perform verification checks if the results of the tests may have a material effect on the data subject's employment position and (d) you are responsible for maintaining signed copies of consent forms received from the data subject for a reasonable period of time.
32. In certain instances, which will be clearly indicated during the appropriate transactions, you are required to forward a copy of the signed consent form to ORO before the verification inquiry can be processed.

PERSONAL INFORMATION

33. As a private individual performing verification checks on your own behalf, you hereby authorise ORO to forward your personal information to verification agents acting on behalf of ORO (including but not limited to the South African Police Services, the South African Criminal Record Centre, the Government of the Republic of South Africa, and any relevant educational, training and credit organisations) for the purpose of verifying your personal credentials and records.
34. You authorise ORO's verification agents to furnish personal information, including but not limited to information regarding your criminal record, credit record, employment history, driver's licences and educational records, to ORO.
35. You also unconditionally indemnify ORO and its verification agents against any liability that may result from furnishing information in this regard.
36. Personal Information may be shared with ORO and may be further shared by ORO with the Verification Information Suppliers for verification or other legitimate purposes.

INDEMNIFICATION

37. The Client or Third Party agrees to, and shall, indemnify, defend and hold harmless ORO, its Affiliates and their respective directors, shareholders,

officers, agents, employees, successors and assigns from and against any and all claims, demands, suits, actions, judgements, damages, costs, losses, expenses (including attorney's fees and expenses) and other liabilities arising from and in connection with or related in any way, whether directly or indirectly, to: (a) the Customer/Client 's performance of its obligations, in terms of these Terms and Conditions, (b) any breach or alleged breach of any of the representations, warranties, undertakings or agreements made by the Customer/Client under these terms and conditions or (c) any claim by a third Party arising from any claim, injury, loss or damage.

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38. The Client or Third Party represents and warrants that: (a) it has the right, power and authority to enter into these terms and conditions and to fully perform its obligations (b) it shall not do or omit to do anything which may cause ORO any harm or loss, including but not limited to any injury to the reputation of or goodwill attaching to ORO, (c) it shall immediately notify ORO if there is any reason to believe that the services, products, the Website and/or data has become compromised or is likely to become known or used by someone not authorised to use it or is being or is likely to be used in an unauthorised way, (d) it shall use its reasonable endeavours to provide any assistance as may be requested by ORO upon the happening of any event, (e) it shall procure data from ORO and use such data only, for a legitimate purpose and to the extent permitted by legislation and (f) and it shall obtain the written consent of the data subject, prior to submitting an enquiry.

GENERAL

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