



REDS Check (Pty) Ltd

Reg. No. 2019/435706/07

VAT. No. 4720289513

38 Jonkershoek Road, Northcliff Ext 19, 1709,

South Africa

Web: <http://www.redscheck.co.za>

Email: info@redscheck.co.za

REDS Check (Pty) Ltd User Terms of Service / Terms and Conditions of Use

This is an agreement between REDS Check (Pty) Ltd, (hereinafter referred to as " REDS Check "), the owner and operator of www.redscheck.co.za (hereinafter referred to as the "Site"), REDS Check software, including (collectively, including all content provided by REDS Check through REDS Check and the REDS Check Site, the " REDS Check Service", or the "Service"), and you ("Registered Entity" Entity" "User" or "You" or "you" or "Your" or "your") a user of the Service.

BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND REDALERT'S PRIVACY POLICY, WHICH CAN BE FOUND AT www.redscheck.co.za, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If You choose to not agree with any of these terms, you may not use the Service.

This Service is offered to You on the condition that You accept all the terms and conditions set out herein (collectively, the "Agreement") in full and without modification. By accessing or using this Website in any way, You agree to be bound by the Agreement.

Be sure to return to this page from time to time to review the most up-to-date version of the Agreement. REDS Check reserves the right, at any time and at our sole discretion, to change or otherwise modify the Agreement without prior notice. Your continued access to or use of this Website signifies your acceptance of the updated or modified Agreement.

This Website is provided as a single database system that stores information from multiple Entities registered with the REDS Check site and enables the collaborative linking of data in a clustered database model through Industry and Internal Database models.

The objective of the Industry Database is to provide a central point of reference for employees in the banking, finance and related industries who have been dismissed for dishonesty-related offences, or found guilty of such offences following a post-termination enquiry, and to enable

all Participating Entities to use it when screening prospective employees to manage the risk of a repetition of such behaviour within a Participating Entity.

- As a condition of your use of this Website, you warrant that all information you supply on this Website is true, accurate, current and complete. You confirm that you will upload information only in the following instances:
 - Where an employee was found guilty of dishonest conduct and dismissed after disciplinary proceedings were followed, or after a post-termination enquiry.
 - Where an employee resigned or absconded after being charged or notified of the allegation, before the disciplinary inquiry was held or completed, and thereafter a decision to link is made at an Industry Enquiry.
 - Where the dishonest conduct came to light only after an employee left the Participating Entity's employ, and a decision to link is made at an Industry Enquiry.
- You further confirm that you will at all times adhere to the following guidelines:
 - Ensure that disciplinary proceedings and/or post-termination proceedings are conducted.
 - Retain the record for the five-year period of the Linking, but no longer than is necessary to comply with applicable Laws.
- Participating Entities must include consent to Linking in their conditions of employment.
- Consent should cover both the Linking and the subsequent reference checking.
- Participating Entities shall, to the extent reasonably relevant, adopt the Industry Entity Guidelines as a formal internal policy and must communicate the existence of the policy and its contents to staff.
- Participating Entities should regularly communicate with their employees about Industry Database Linking and advise them of instances where former employees have been linked.

In the event of a dismissed employee being successful in an internal appeal/review, CCMA, Labour Court or such other court or forum as may have ruled on the matter in having the dismissal overturned, or where a request for unlinking is approved the Industry Entity and /

or REDS Check, the employee's name will be removed from the Industry Database by request and approved by the Industry Entity or REDS Check.

The undersigned Participating Entity agrees to co-operate with REDS Check and with other Participating Entities to support the Industry Database for dishonest and dismissed employees and herewith agrees to the following:

- To ensure that all cases of employee dishonest conduct are dealt with under the Participating Entity's disciplinary procedures on the basis of an applicable act of dishonesty.
- To link all employees to the Industry Database who were found guilty of and dismissed for dishonest conduct.
- To input data within 5 working days of the dismissal of the employee or from the date the employee left the employment of the participating entity.
- To flag a Listing in the event of outstanding appeals, whether internally or through the CCMA, the Labour Court, or any other court or forum.
- To have adequate internal controls in line with Good Industry Practice and applicable Laws, to ensure the correct use and input of data.
- To have adequate internal controls to ensure adherence to the prescribed data security procedures, which are in line with Good Industry Practice and applicable Laws.
- Not to decline an employment application solely on the basis of a Listing on the REDS Check Site, but to refer to the Listing Registered Entity for full details underpinning the Linking so that an informed decision can be made, where appropriate.
- To conduct REDS Check Enquiries following the termination of employment in respect of a former employee who is suspected of having committed an act of dishonesty whilst in its employ.
- Enquiries made by the Participating Entity are not to be made for or on behalf of any other organisation, its partners or affiliates.
- Enquiry results are deemed to have expired 7 days after the date of enquiry and should therefore not be stored electronically for future use.

The language of choice for the REDS Check service is English. Although the service may be viewed in other languages, REDS Check shall not be liable for any incorrect translation of any language, information or interpretation from English to any other language.

REDS Check reserves the right, at its sole discretion, to deny access to this Website and the services REDS Check offers to anyone at any time and for any reason, including, but not limited to, the uploading of incorrect information, abuse of the Services, and violation of this Agreement.

These Terms of Service apply to all Users of the REDS Check Service. Information provided by REDS Check Users through the REDS Check Service may include links to third-party websites that are not owned or controlled by REDS Check. REDS Check has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites. By using the Service, You expressly acknowledge and agree that REDS Check shall not be responsible for any damages, claims, or other liability arising from or related to your use of any third-party website.

If you are a consumer, you have certain rights under South Africa's e-commerce legislation, specifically Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act").

If You are a consumer as defined in the ECT Act and the goods and services You are using are not excluded from protection, You may have certain rights as a consumer under Chapter VII of the ECT Act.

A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the *end user* of the goods or services offered by that supplier.

For more information on these rights visit Acts Online or www.acts.co.za or http://www.acts.co.za/ect_act/index.htm and see Chapter VII. If You need more information about this please contact REDS Check. Nothing in this Agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

Information, ideas and opinions expressed on this site should not be regarded as complete or accurate, nor as the official opinion of REDS Check.

REDS Check cannot be held liable for illegal or unconstitutional content. The User and any Participating Entity indemnify REDS Check against all liability in this regard.

1. Subject to your compliance with these Terms of Service, REDS Check hereby grants You permission to use the Service, provided that:
 - 1.1. Your use of the Service, as permitted, is solely for your use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; ;
 - 1.2. You will not duplicate, transfer, provide access to, copy or distribute any part of the Service in any medium without REDS Check's prior written authorisation;
 - 1.3. You will not attempt to reverse engineer, alter or modify any part of the Service; and
 - 1.4. You will otherwise comply with the terms and conditions of these Terms of Service and the Privacy Policy.
2. You agree not to use or launch any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., or "load testers" such as wget, Apache Bench, mswebstress, httpload, Blitz, Xcode Automator, Android Monkey, etc.
3. No person, business or website may use any technology to search for or obtain any information from this site without REDS Check's prior written permission.
4. The use of search technology, such as "web-crawlers" or "web-spiders", to search for and obtain information from this website is prohibited.
5. You agree not to collect or harvest any personally identifiable information from the Service, nor to use the Service's communication systems for any commercial or spam purposes. You agree not to spam or solicit any Users of the Service.
6. The design of the REDS Check Service, including any text, scripts, graphics, interactive features, and similar materials, as well as the trademarks, service marks, and logos contained therein, are owned by or licensed to REDS Check, subject to copyright and other intellectual property rights under the laws of the Republic of South Africa and under foreign laws and international conventions. The Service is provided to You AS IS for your information and use only.
7. REDS Check reserves all rights not expressly granted in or to the Service. You agree not to use, copy, or distribute any part of the Service except as expressly permitted herein.
8. REDS Check reserves the right to discontinue any aspect of the Service at any time.

9. You agree that your use of the Service is at your sole risk. To the fullest extent permitted by law, REDS Check, its officers, directors, employees, and agents disclaim all warranties, whether express or implied, in relation to the Service and your use of it.
10. REDS Check makes no warranties or representations regarding the accuracy or completeness of this Service's content and assumes no liability or responsibility whatsoever.
11. REDS Check does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or other advertising. REDS Check will not be a party to, or in any way be responsible for, monitoring any transaction between you and third-party providers of products or services.
12. In no event shall REDS Check, its officers, directors, employees, or agents, be liable to You for any direct, indirect, incidental, special, punitive, or consequential damages arising from any:
 - 12.1. Errors, mistakes, or inaccuracies of content,
 - 12.2. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service,
 - 12.3. 3. Any unauthorised access to or use of our secure servers and/or any and all personal and/or financial information stored therein,
 - 12.4. Any interruption or cessation of transmission to or from our servers,
 - 12.5. Any bugs, viruses, trojan horses, or similar items that may be transmitted to or through our service by any third party,
 - 12.6. Any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory, whether or not REDS Check is advised of the possibility of such damages, and/or
 - 12.7. The disclosure of information pursuant to these terms of service or privacy policy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
13. REDS Check may, from time to time, supply Users with information, including but not limited to statistics, comparisons and/or data collected on or by the Service. REDS Check

shall not be held liable for the accuracy of this information, statistics, comparisons and/or data.

14. You specifically acknowledge that REDS Check shall not be liable for user submissions or for the defamatory, offensive, or illegal conduct of any third party, and that the risk of harm or damage arising from the foregoing rests entirely with you.
15. You further grant REDS Check the right to pursue any person or entity that breaches this Agreement and thereby violates your or REDS Check's rights in the Submissions by legal action. You acknowledge and agree that the Submissions are non-confidential and non-proprietary.
16. If any content posted or uploaded by a User does not meet the standards required by the Service, the content shall be blocked, the User shall receive a notification from the Service, and the User shall be given a warning period in which to rectify the content to the standards acceptable to the Service. Should the content not be rectified within the applicable period, REDS Check shall remove the content permanently from the Site.
17. The Service is controlled and provided by REDS Check from its facilities in the Republic of South Africa. REDS Check makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own risk and are responsible for complying with local law.
18. You agree to defend, indemnify and hold harmless REDS Check, its holding company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from:
 - 18.1. your use of and access to the Service;
 - 18.2. your violation of any term of these Terms of Service;
 - 18.3. your violation of any third party right, including without limitation any copyright, property, or privacy right. This defence and indemnification obligation will survive these Terms of Service and Your use of the Service.
19. You confirm that you are either over 18 years of age or have legal parental or guardian consent, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set out in these Terms of Service, and to abide by and comply with them. These Terms of Service, and any rights

and licences granted hereunder, may not be transferred or assigned by You, but may be assigned by REDS Check without restriction.

19.1. You agree that:

19.2. the Site shall be deemed to be based solely in the Republic of South Africa;
and

19.3. You agree to be subject to the jurisdiction of the Republic of South Africa, specifically the South Gauteng High Court, in the event of any legal dispute.

19.4. These Terms of Service shall be governed by the laws of the Republic of South Africa.

19.5. Any claim or dispute between You and REDS Check that arises, in whole or in part, from the Service shall be decided exclusively by a court of competent jurisdiction, specifically the South Gauteng High Court, of South Africa. ica.

20. These Terms of Service, together with the Privacy Policy and any other legal notices published by REDS Check, constitute the entire agreement between You and REDS Check regarding the Service.

21. If any provision of these Terms of Service is held invalid by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

22. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of that term or any other term, and REDS Check's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of that right or provision.

23. If you do not agree to the revised Terms, your only recourse is to stop using the Service. Your continued use of the Service after any amendment to these Terms of Service will signify your assent to and acceptance of the revised terms.