



Terms and Conditions - Checknet Pty LTD

Last Updated: 17 November 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the services (the "Service") operated by Checknet Pty LTD ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

1. Description of Service

Checknet Pty LTD is a private company providing services which may include, but are not limited to, facilitating background checks, police clearances, and other verification processes.

2. Disclaimer of Affiliation

Checknet Pty LTD is a private company registered in South Africa. We are not affiliated, associated, authorized, endorsed by, or in any way officially connected with the South African Council for Educators (SACE), Afiswitch, the South African Police Service (SAPS), or any other government department, agency, or body. Any references to these entities are made solely for the purpose of describing the services we facilitate.

3. User Responsibilities

You agree to provide accurate, current, and complete information as required for the Service. You are responsible for maintaining the confidentiality of any account information and for all activities that occur under your account.

You agree that you will not use the Service for any unlawful purpose or in any way that interrupts, damages, or impairs the Service.

4. SACE Service Declaration and Appointment

If you are using our services for SACE registration, the following terms apply:

I, the undersigned, hereby appoint Checknet (Pty) Ltd and its duly authorized representatives (hereinafter referred to as "the Checknet Representative") to act on my behalf for managing and processing my SACE application within South Africa. I grant Checknet the full authority to perform the following actions in my name and for my benefit:

1. Request and accept all necessary documents and payments for my registration as an educator.
2. Sign any documentation required for the purposes of registering as an educator.
3. Create and access my profile on the e-services platform.

Services Rendered by Checknet: The Checknet Consultant will provide the following services:
a) Capture my fingerprints for the clearance report. b) Advise and prepare the relevant documentation for my application. c) Submit my application with all the required documentation to SACE via eServices.

Client Confirmations:

- I confirm that all documents provided will be certified true copies of the originals. Checknet (Pty) Ltd will not be held liable for any fraudulent documents provided.
- I confirm that I will provide all necessary documentation within 1 month of agreeing to this declaration. Failure to do so will result in forfeiture of payments, and the application will be considered finalized.
- I confirm that if my application is rejected by SACE due to insufficient documents or requirements, Checknet (Pty) Ltd and its representatives will not be held liable, and any payments made will be forfeited.

5. Bookings, Payments, and Fees

All fees for Services are as stated at the time of purchase. We reserve the right to change our prices at any time. All payments must be made in full before the Service is rendered, unless otherwise specified.

6. Refund and Cancellation Policy

We are committed to providing a high-quality service. Please note the following refund and cancellation policy, which applies to all services:

- **Service Commencement and Refunds:** Due to the nature of our operations, our service is considered to have commenced immediately after payment is successfully processed. Upon payment, you will receive an automated email containing instructions, steps, and/or booking information.
- **Cancellation Policy:** If you wish to cancel your service for any reason after payment has been made, you will be eligible for a **50% refund** of the total fee paid. This is to cover administrative costs and the immediate allocation of resources and information that occurs upon payment.
- **Missed 48-Hour Afiswitch Police Clearance Bookings:** For services specifically designated as "48-hour Afiswitch Police Clearance bookings," time is of the essence. If you miss your scheduled appointment for this service, **no refund will be issued**.
- **Processing Delays:** We act as a facilitating agent. We are not responsible for delays in processing caused by third parties, government bodies, including but not limited to Afiswitch, SAPS, or SACE. Such delays are not grounds for a full refund.

7. Rescheduling Policy

We understand that you may need to reschedule a booking or appointment.

- You are permitted to reschedule your booking **one (1) time** only.
- Any request to reschedule must be made at least 24 hours prior to your original booking time.
- Failure to attend a rescheduled booking will result in the forfeiture of your booking and any fees paid. No further rescheduling will be permitted, and no refund will be issued.

8. Limitation of Liability

Checknet Pty LTD provides services on a "best-effort" basis. We do not guarantee the outcome of any check or application. Our liability is limited to the total amount paid by you for the Service.

In no event shall Checknet Pty LTD, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Service; (iii) any conduct or content of any third party on the Service; (iii) any errors, omissions, or inaccuracies in the information provided to or by us; (iv) delays in processing by any third-party or government department.

9. POPI Act Agreement and Consent Declaration (Privacy Policy)

By agreeing to the terms below, you, hereinafter referred to as "the Client," consent to the collection and processing of your personal data by Checknet (Pty) Ltd ("the Service Provider") in accordance with the Protection of Personal Information Act (POPIA) and this agreement.

Interpretation In this agreement, unless otherwise indicated by the context:

- "The Service Provider" refers to Checknet (Pty) Ltd.
- "Confidential information" includes, but is not limited to, business methods, personal and financial information, or any proprietary information belonging to the client and the company.
- "Personal information" refers to data as defined under the POPI Act, including, but not limited to, identifying information such as race, gender, health, education, employment history, and biometric data.

Processing of Information By agreeing to this declaration, you acknowledge and consent to the collection, storage, and processing of your personal information for the purpose of providing the services outlined. Information may include your identification number, contact details, and other relevant data. The service provider will ensure that your data is only used for the purposes it was collected.

Confidentiality The service provider commits to taking all reasonable precautions to safeguard your personal information. However, in some cases, information may be placed in the public domain as required by law or for the execution of services.

Consent By submitting your information, you agree to the terms of this policy and consent to the collection and processing of your data. If you do not agree with these terms, you must notify Checknet (Pty) Ltd immediately via the WhatsApp support channel on the www.checknet.co.za website or by the contact details below. Failing to do so will constitute acceptance of the terms.

10. Indemnification

You agree to defend, indemnify, and hold harmless Checknet Pty LTD and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law provisions.

12. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

13. Contact Us

If you have any questions about these Terms, please contact us at:

Checknet Pty LTD

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