



## Applicant/Individual/Data Subject Consent and Indemnity for Criminal Verification

**Confidential when completed**

### 1. Client Details

Company Name (herein after referred to as the "Customer")

### 2. Data Subject Details (herein after referred to as the "Applicant")

Surname:		Maiden name:	
Full names:		Initials:	
ID/Passport number:		Date of birth:	
Email address:		Mobile number:	
Physical address			
	City and postal code:		
Population group	Black	Asian	Coloured White
Have you even been convicted of any offence	Yes	No	If Yes, please state date and conviction:

### 3. EmployInsight Details

Company name	EmployInsight (Pty) Ltd	Company Registration number	2012/201088/07
Physical address	442 Rodericks Road, Lynnwood, Pretoria, 0181	Website	www.employinsight.co.za

### 4. 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.

### 5. Consent

Please indicate your consent by selecting each applicable checkbox ✓ below

- ☐ I grant permission to EmployInsight, Afiswitch and their respective Personnel to access, use, store, and transfer my data for conducting the Biometric Record Check and for any Approved Purpose as specified in the EmployInsight, Afiswitch and their respective Personnel Privacy Policy. I understand that my Data may be shared by the Customer with EmployInsight, Afiswitch and their respective Personnel to perform the Biometric Record Check.
- ☐ I authorise EmployInsight, Afiswitch and their respective Personnel to retain, store, use, and transfer the Data and Data Findings for any lawful purpose, including identity verification. This includes comparing and verifying the Data and Data Findings against national data registers or lawful Biometric databases where I have provided my Biometric information.
- ☐ I consent to EmployInsight, Afiswitch and their respective Personnel collecting Data Findings (including any adverse findings) and personal information contained therein indirectly from the South African Police Services Automated Fingerprint Identification System.
- ☐ I consent to EmployInsight, Afiswitch and their respective Personnel sharing the Data Findings, including any adverse findings, with the Customer.

  
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0081

  
www.employinsight.co.za  
info@employinsight.co.za

  
+27 (0)12 111 9039  
+27 (0)82 491 0945

- ☐ I agree that EmployInsight, Afiswitch and their respective Personnel may retain my personal information provided in this form and any personal information contained in a Biometric Record Check for the duration required by applicable law, or as specified in EmployInsight, Afiswitch and their respective Personnel's Privacy Policy.
- ☐ I confirm that the Data provided to EmployInsight, Afiswitch and their respective Personnel is accurate and current, and that I have not knowingly withheld any facts or circumstances.
- ☐ I understand that EmployInsight, Afiswitch and their respective Personnel will take reasonable measures to maintain the confidentiality of the Data and Data Findings, which will be stored securely and accessed and transferred only for the authorised purposes.
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- ☐ I indemnify and hold EmployInsight, Afiswitch and their respective Personnel harmless against any loss, damage, injury, liability, costs, and expenses I may incur, directly or indirectly, in connection with the Biometric Record Check and the use, storage, and transfer of the Data and Data Findings and/or any errors contained therein, regardless of whether such errors occur due to EmployInsight, Afiswitch and their respective Personnel's negligent acts or omissions.
- ☐ I acknowledge that EmployInsight, Afiswitch and their respective Personnel will not be liable, under any circumstances, for any loss, damage, injury, liability, costs, and expenses incurred by me, directly or indirectly, arising from my reliance or any third party's reliance on the Data Findings, including any decisions made based on such Data Findings.
- ☐ Notwithstanding any applicable law to the contrary, I indemnify and hold EmployInsight, Afiswitch and their respective Personnel harmless against all losses, claims, demands, proceedings, damages, costs, charges, and expenses (including reasonable legal expenses) arising from this Indemnity and Consent Form or at law regarding the Customer's acts, omissions, and/or breach of the provisions of this Indemnity and Consent Form, or loss or damage to any person or property occurring by exercise of this agreement. I indemnify and hold EmployInsight, Afiswitch and their respective Personnel harmless against all costs and disbursements, including professional charges (including legal costs on the scale of Attorney and own Customer), incurred by EmployInsight, Afiswitch and their respective Personnel arising from any litigation where EmployInsight, Afiswitch and their respective Personnel must 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 were actions of the Customer not in compliance with applicable law.
- ☐ By signing this Indemnity and Consent Form, I confirm that I have read EmployInsight, Afiswitch and their respective Personnel's Privacy Policy and this Indemnity/Consent Form and understand its terms and the implications thereof and agree to be bound by these provisions.

Signature of applicant

Date