



STANDARD TERMS AND CONDITIONS

Note: To be read in conjunction with our website [terms of use](#).

1. **Definitions and Interpretation**

In this Agreement, the words hereunder will have the meanings assigned to the below:

 - 1.1.1. **"Agreement"** means these Standard Terms and Conditions and any Application Form, Schedules, Annexure(s) and attachments hereto (unless specifically substituted by a different agreement at a later stage dated after this Agreement);
 - 1.1.2. **"Customer"** means the party specified as Customer on the Application Form to which these Standard Terms and Conditions are attached;
 - 1.1.3. **"Effective Date"** means, notwithstanding the date of signature of this Agreement, the date when each Service(s) reflected in the Schedule(s) is commissioned by IVS for use by the Customer irrespective of whether the Customer uses the Service(s);
 - 1.1.4. **"IVS"** means ID Verification Systems CC, a company duly registered in terms of the laws of the Republic of South African and with registration number: 2006/169367/23.
 - 1.1.5. **"Confidential information"** means any and all trade secrets and data/information of a proprietary and/or confidential nature, including data/information that the parties should reasonably have known to be proprietary or confidential;
 - 1.1.6. **"Services"** means all the service(s) provided by IVS as specified in the Schedules to this Agreement, including all software and equipment necessary for the provision of the Service(s);
 - 1.1.7. **"PSTN provider"** means the public switched telecommunications services provider licensed to provide such services in terms of section 36 of the Telecommunications Act 103 of 1996, and/or related legislation in South Africa (as may be amended from time to time);
 - 1.1.8. **"VAT"** means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991 (as may be amended from time to time).
 - 1.1.9. **"Permit"** means the permit supplied for identification purposes as applied for by an authorised person using the system in an authorised responsible manner.
 - 1.1.10. **"Primary person"** means the person as selected by the Customer to represent their full interest and which is authorised to act in the Customer capacity and on their behalf and in their interest for the use, administration and access of the *permit* system.
 - 1.1.11. **"Secondary person"** means the person as selected by the specific Customer to represent their interest in the absence of the primary person and which person is authorised to act in the Customers behalf and in their interest for the use, administration and access of *permit* the system.
 - 1.1.12. **"Current Version"** means the revised, latest version of an item, agreement, document or software.
 - 1.2. The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.
2. **Commencement and Duration**
 - 2.1. The Agreement shall commence upon the Effective Date of the first Service to be provided in terms of the Agreement and shall endure throughout the duration period of the Service(s) provided.
3. **Charges and Payment**
 - 3.1. All Service provided are subject to being billed for as of the Effective Date in respect of each Service. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service goes live.
 - 3.2. Customer is responsible for and agree to pay to IVS all fees for the Service(s) specified in the Cost Schedule. Fees are to be paid in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
 - 3.3. All prices specified in the Cost Schedule exclude:

- 3.3.1. VAT and any other any taxes and duties including any regulatory surcharges, which Customer becomes obligated to pay by virtue of this Agreement, and
 - 3.3.2. Any costs outlaid on additional hardware or related goods or software, which will be billed for separately and as agreed between the Parties.
 - 3.3.3. Invoicing will be processed and mailed in advance, and all invoices for Services needs to be settled monthly in advance by means of an EFT payment to IVS. IVS reserves to right to immediately cease any and all Service delivery in the event of the Customer failing to pay any amounts due to IVS.
4. **Recordal**
 - 4.1.1. The *IVS Servers* are populated and administrated by independent third parties who are not employees of IVS.
 - 4.1.2. These terms and conditions do not aim to place unnecessary and onerous restrictions on your use of our website or IVS application, but you are responsible for your use of the services, content and data entered into the website and IVS application.
 5. **Illegal activities**
 - 5.1. You are prohibited from making use of our website and IVS application to engage in any illegal or unlawful activity. The IVS application, website or database may not be used to collect or attempt to collect personal information about third parties without their knowledge or consent.
 - 5.2. No part of the web site or system may be reproduced, printed, copied, stored in a retrieval system or any other electronic or manual form, duplicated, reverse engineered, unauthorised access obtained or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise. Website terms and conditions apply.
 - 5.3. Customer may not at any time use the Service in contravention of any South African or any other law. Customer undertakes to familiarize itself and ensure that it is kept continuously apprised of all South African laws in force from time to time, which has any bearing on the Service and/or its use. Customer acknowledges that IVS has no obligation to assist Customer in this regard. The Customer further specifically acknowledge and confirm that it will act in accordance with the Rules, Regulations and Terms of the POPI Act, Act 4 of 2013. The Customer further note the stringent obligations placed on any third party when dealing with confidential and/or sensitive information.
 6. **Network Security Breaches and disruptions**

You are prohibited from using our network, website, application or database to attempt to, or penetrate, or gain unauthorised access or circumvent any security measures implemented by IVS or any of its nominated third party suppliers. You are prohibited from using our network, website, application or database, or those of our nominated third party suppliers, to disrupt the normal functioning of the network, the website or any part of the internet which includes, but is not limited to, all manner of "denial of service attacks", cyber-attacks, attempted password cracking and utilizing another subscribers account username and password without that subscribers written permission. All Parties involved will be compelled to strictly act in accordance with the rules and/or regulations of the POPI Act and is it each Party's duty to ensure that it is up to date with the rules and regulations of the POPI Act, as amended from time to time.
 7. **Use of Proprietary ('confidential') Material and protection of proprietary information**
 - 7.1. You are prohibited from using the network, website, application, or database to obtain material protected by, *inter alia*, copyright (such as digital images, videos, text and software for example) and trademark, unless you have obtained the written consent of the owner of the protected material. You are, however, entitled to access the website

	and IVS Application to access information and to obtain limited information solely for business use.	11.3	The webmaster / host / IVS can be contacted with regards to the Standard Terms and Conditions.
7.2	Each party will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use to that which is provided for in this Agreement. Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial economic loss. Proprietary Information shall not be copied, in whole or in parts.	12.	Your Privacy and verifications
7.3	This clause 7 shall survive termination or cancellation of this Agreement.	12.1	We consider your use of the service to be private. However, we may access or disclose information about you or your company and employees, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of IVS, its employees, its customers or the public. You consent to the access and disclosures outlined in this section. It is recorded that this will be in line with the rules and/or regulations of the POPI Act;
7.4	This Agreement does not transfer to either party right, title and/or interest to any intellectual property contained in any Proprietary Information of the other party.	12.2	By applying for a subscription to the IVS Service or by using the IVS Service the user authorise us, in our sole discretion and at any time, to: a) verify your personal or the company you are representing credentials; b) provide any of your personal or the company you are representing, information to the SAPS or relevant institutions or bodies for verification purposes only.
7.5	All information, processes, displays, digital forms or techniques remain the property of IVS, and the systems users are authorised to use the system for data display purposes only.	12.3	Some of our Web pages utilize "cookies" so that we can better serve you with more tailored information when you return to our site. "Cookies" are used to enhance your interactive experience and generally improve our service to you. You can set your browser to notify you when you are sent a cookie, giving you the chance to decide whether or not to accept it.
7.6	Notwithstanding anything set out in clause 7, all intellectual property (including, without limitation, copyright, trade marks, designs and patents) relating to or used in connection with the Service(s) provided under this Agreement shall belong to IVS. Customer acknowledges that will not have, at any given time, any right, title or interest in the intellectual property and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with any equipment or software of the IVS system, or any third party suppliers and systems.	12.4	We protect subscriber information from outside parties by storing it in a software secured database.
7.7	Customer warrants and confirms that it shall not use the service(s) to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize acknowledge and use any content in accordance with any third party's intellectual property rights.	12.5	Web pages, links and data are virus and malicious code free when uploaded onto the public domain. IVS cannot and will not be held accountable for any system failures, terminal, workstation, software failures or network failures of any kind whatsoever.
7.8	Each party shall ensure that its employees comply with its obligations under this clause 7.		
8.	Breaches of these Terms and Conditions	13.	Username and Passwords
	If the Customer suspects that another subscriber, visitor, user or any third party is breaching any of the above terms and conditions, you are requested to report any such breach to IVS at webmaster@idvsystems.co.za	13.1	IVS will provide subscribers to the IVS systems with a username and password. <i>The responsibility lies with the user / subscriber at all times to ensure the safety and correct use of the username and passwords.</i> IVS reserves the right to change the username and passwords with notice, or to temporarily deactivate the user for system maintenance purposes.
8.1	Should you breach any of the above terms and conditions, IVS shall be entitled, but not obliged to exercise any of its rights that it may have in law and to respond to any complaint lodged by you in one or more of the following manners:	14.	Cancellation
8.1.1	request remedy for such breach, as the case may be, within 7 (seven) days after the receipt of written notice from IVS;		Unless you have subscribed to the IVS Service for a fixed term, the IVS Service may be terminated by means of a 30 (thirty) days' written notice to us. The notice will take effect on the first day of the month immediately following the end of the 30 (thirty) day notice period.
8.1.2	if a subscriber, to suspend the subscriber's account;		
8.1.3	to withdraw a subscriber or visitors system privileges;		
8.1.4	to respond to the complaint in any other manner deemed appropriate by IVS;		
8.1.5	claim specific performance; and/or		
8.1.6	terminate the agreement between the parties and claim damages.		
9.	Cession	15.	Disclaimer
	Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party unless consented to, in writing, by IVS.	15.1	IVS does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service and all warranties which are implied or residual at common law are hereby expressly excluded. We will always try to provide the IVS Service to the best of our ability.
10.	Force Majeure (including Pandemics)	15.2	You subscribe to and use the IVS Service at your own risk, except as otherwise expressly provided herein to the contrary.
10.1	IVS shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of IVS, provided that IVS makes all reasonable efforts to perform.	15.3.1	The IVS Service provide "as is" and "as available" and without limitation to the generality of the above, IVS does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service: - is free of errors or interruptions; - is always available; - is fit for any purpose; or - will be secured against intrusion by unauthorised third parties - does not infringe any third party rights. - will be preserved or sustained in its entirety; - save as expressly set out in this Agreement - is virus and malicious code free, will be free of inaccuracies or defects or bugs or viruses of any kind and IVS accepts no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause or elsewhere.
10.2	It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of IVS and the force majeure provisions shall apply:		
10.2.1	A PSTN provider fault that affects the Service(s); and/or		
10.2.2	loadshedding and/or power outages and/or surges; and/or		
10.2.3	The non-performance, inability to perform or delay in performance by the PSTN provider, or third-party supplier relating to the provisioning of equipment. Services and/or facilities to IVS that affects the Service(s); and/or		
10.2.4	acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strike, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storms or fires, lockdowns due to any cause whatsoever, pandemics and/or epidemics.		
11.	Alteration to Terms and Conditions	15.4	IVS shall not be liable to Customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including
11.1	IVS reserves the right to alter or change its website policies, terms and conditions, without any formal notification to any system user.		
11.2	The users of the system should familiarize themselves with the website terms and conditions, which conditions are subject to change at any given time, without notice.		

Initial: _____

consequential or incidental loss or damage which shall include, without limitations but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against IVS or its members, staff or service providers or against Customer by any party, arising directly or indirectly out of the IVS Service(s) their use, access, withdrawal or suspension or out of any information or materials provided or not provided, interruption of IVS services or failure to fulfil our obligations as a result of uncontrollable events as the case may be.

15.5 You, but undersigning these terms and conditions, specifically indemnify IVS against any and losses incurred and/or damages you may suffer.

15.6 **Uncontrollable events** mean any circumstances beyond our reasonable control, including (without limitation) an act of God, force majeure events deliberate attack on the network or system, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party (including (without limitation) Telkom).

15.7 Customer hereby indemnifies IVS against and holds IVS harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service(s) or information obtained through the use thereof.

15.8 Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of IVS of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded.

16. PSTN Network

We use the PSTN network to provide the IVS Service. As such, we provide our IVS Service subject to the limitations and terms imposed by PSTN Network and third party service providers.

17. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

18. General

18.1 All of our terms and conditions and website use policy shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters in connection therewith, shall be determined in accordance with such laws.

18.2 Failure or neglect by IVS to enforce at any time any of the provisions of this agreement shall not be construed as a waiver of its rights, nor shall such failure or neglect in anyway effect the validity or the whole or any part of these terms and conditions, nor prejudice IVS's rights to take subsequent action.

This agreement contains the entire terms and conditions that apply to your use of the website and network and no other agreement between you and IVS shall be binding on us and no addition to, or variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by a duly authorised representative of IVS.

18.3 Any specifications, descriptive matter, drawings and other documents which may be furnished by IVS to the customer from time to time do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement.

19. Use of the Web Site

The content of www.idvsystems.co.za is owned by ID Verification Systems, registered in South Africa as a Close Corporation.

Refer to our website for the terms of user. These terms of use and those of the website should be read in conjunction with one another.

You may not copy, reproduce, modify, distribute, republish, display, post, print, duplicate, store on any electronic or mechanical medium or transmit any part of IVS (including its content) without the express written permission of IVS. You may view individual pages only for your personal use and not for any criminal or illegal activities, commercial or financial gain.

You may not use IVS or any service offered by IVS (or any other person) on IVS in a way which causes or may cause:

- IVS or the services offered to be interrupted, damaged or impaired;
- offence or detriment to any other person who uses IVS or any services offered;

- IVS, you or any other user of IVS to be in breach of any applicable law or regulation;
- Detriment to any person who supplies services to IVS in connection with IVS.

If IVS considers that you are doing, or are likely to do, any of these things or in any other way are adversely affecting IVS, its users or its suppliers, IVS may immediately suspend your use of any IVS services which you use.

IVS take no responsibility for any loss or damage suffered by any person or organization relying on the information and services contained within the site.

19. Limitation of Liability

IVS should only be used for information purposes. IVS is not responsible for any information entered by users on the IVS database. You should not rely on solely on the IVS system to make (or refrain from making) any decision or take (or refrain from taking) any action unless otherwise directed. IVS is not responsible for IVS's accuracy or its fitness for a particular purpose or the reliability of access to IVS, unless otherwise indicated.

IVS is not liable for any damages or losses resulting from your use of or inability to use IVS. IVS does not guarantee that IVS will operate free of error or that it is free from computer viruses or any other contaminating computer program. We do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of your use of IVS.

20. POPI ACT

IVS will act strictly in accordance with the Rules, Regulations and requirements of the POPI Act, Act 4 of 2013 ('the Act'). For details on our compliance refer to our POPI Act and privacy policies and/or get in contact with our office. We remind you that the Act's compliance applies both ways and should you ensure that you comply with the Rules, Regulations and requirements of the Act as well.

Undersigned this _____ day of _____ 20____

Undersigned by: _____ (name in print)

Signature: _____

(duly authorised thereto)

Witness: _____ (name in print)

Signature: _____

ID Verification office use only:

All documents provided: _____

Client reference: _____

Additional comments: _____

Special instructions: _____

Initial: _____