1. Introduction

1. This web site www.NVS\_SA.co.za (the*“Site"*) is owned and operated by National Validation Services (NVS), a company registered in South Africa with company registration number 2004/122400/23.
2. The following terms and conditions, which include the Privacy Policy, applicable to the user’s usage of an interaction with the Site, (hereinafter the *“T’s & C’s”*) govern the relationship between the user and NVS in the use of the Site.
3. By using the Site, you are agreeing to comply with and be legally bound by these T’s & C’s and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Policy.

2. Restrictions on use

1. You may utilise the material contained in the Site for your own, non-commercial use.
2. You must not, other than as provided for in these T’s & C’s:
   1. Reproduce, redistribute, alter or transmit any material or information contained in the Site;
   2. Remove any copyright, trademark or other intellectual property right notice contained in the material;
   3. Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of NVS.
3. To the extent allowed by law, you hereby indemnify NVS against any and all claims arising from the use by third parties of any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T’s & C’s.

* *Under the above wording you indemnify NVS against certain claims, and this places various risks, liabilities, obligations and legal responsibilities on you.*

3. Registration and cancellation

1. Some areas of the Site may not be freely accessible. You may be asked to complete a form of registration in order to access other areas of the Site (the “Restricted Areas”). It may be that a charge is payable to obtain access to the Restricted Areas, and if not, NVS reserves the right to introduce a charge for such access at any time. If such a charge is introduced, NVS may deny access to the Restricted Areas if you do not pay the relevant charges and comply with any further registration requirements that NVS may, in their discretion, decide to introduce from time to time.
2. When you register for access to the Restricted Areas, you may be asked to provide certain personal details (“Personal Information”). NVS will only use the Personal Information in accordance with the Privacy Policy. The Site may use cookies to verify the identity of users who have registered to access the Restricted Areas. For further information on this use of cookies, please see the Privacy Policy.
3. NVS reserves the right to terminate your registration to the Restricted Areas and to restrict your access to the Site without notice at any time, provided that, to the extent that the exercise of such right affects your ability to receive or access any information, features or contents for which you have paid or are required to pay any consideration, NVS will use its reasonable endeavours to exercise such right on notice to you.

4. Operation of the Site

1. NVS reserves the right to suspend or terminate the operation of the Site at any time for the purposes of support and maintenance or to update the information contained on the Site or for any other reason, at the sole discretion of NVS.
2. NVS is not obliged to give any notice of such termination or suspension.

5. Disclaimer

1. NVS endeavours to ensure the accuracy and reliability of the Site and the content, materials and products included and available on the Site, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, NVS does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Site will be uninterrupted or error-free.

* *The above wording will limit and excludes obligations, liabilities and legal responsibilities of NVS, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.*

6. Linking to and from the Site

1. The Site may contain links to third party web sites. These linked web sites are not under the control of NVS and, to the extent allowed by law, NVS accepts no responsibility for or liability arising from access to, or the information provided on, any web site which is linked from the Site, or any hyperlink contained in a linked web site. To the extent allowed by law, you link to any such web site entirely at your own risk and liability and NVS recommends that you read the privacy policy and any other legal information contained on any third-party web site to which you link.
2. The above wording will limit and excludes obligations, liabilities and legal responsibilities of NVS, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.
3. Neither this Site nor any of its pages may be included in any other Site. Instead, a link to the Site is required at all times. You may not frame the Site without the prior written consent of NVS.
4. The fact that the Site contains a link to or from a third-party web site does not necessarily imply that there is any affiliation between NVS and the third-party web site, or that NVS or its officers or employees endorse the third party web site. The linking web site may not in any way imply that NVS or any of its officers or employees recommend or endorse any of the linked web site products or services.
5. NVS reserves the right to withdraw any permission granted, whether tacitly, verbally or in writing, to link to the Site, at any time if it is deemed by NVS, in its sole discretion, to be in the best interest of NVS.

7. Copyright and trademarks

1. The works of authorship contained in the Site, including but not limited to, all designs, trademarks, logos, data, text and images, whether registered or unregistered, are the intellectual property of NVS, its affiliates or third parties who have supplied information to NVS and are protected by South African and international intellectual property laws and conventions.
2. NVS reserves the right to take legal action in respect of any reproduction, copying, distribution, framing, uploading to a third party, publication, adaptation, broadcast, public performance or other use or communication to the public of the information contained on the Site without the prior written consent of NVS.
3. You are not permitted to use any of the trademarks displayed on the Site without the prior written consent of NVS or the third party that owns the trademark.

8. Comments and feedback

1. If you have any questions or comments on, by, or in connection with the Site (“Submissions”) and would like to contact NVS, please send your questions or comments to info@nvs-sa.co.za. NVS values your Submissions, but NVS shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.
2. By disclosing, submitting or offering, your Submissions on the Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, NVS a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sub-license, to use, copy, publicly perform, digitally perform, publicly display and distribute such Submissions, and to sell, modify, create derivative works from and/or to incorporate such Submissions into other works in any form, medium or technology, whether or not known or hereafter developed, in each case, without compensation to you.
3. When disclosing, submitting, offering or posting Submissions to the Site, you agree to do so in a responsible and ethical manner.
4. NVS may at any time, without prior notice and its sole discretion, remove any Submission, block any access to the Site or take any other appropriate action against any person who violates the T’s & C’s in.
5. Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site may be prosecuted and damages may be claimed in the event that NVS suffers any damage or loss.
6. To the extent allowed by law, you hereby indemnify NVS against any and all claims arising from your Submission.

* *The above wording will limit and excludes obligations, liabilities and legal responsibilities of NVS, and also you indemnify NVS against certain claims and limit and exclude your rights and remedies and this places various risks, liabilities, obligations and legal responsibilities on you.*

9. Privacy Policy

1. NVS is committed to safeguarding the privacy of our users while providing a personalised and valuable service. NVS’s Privacy Policy, which is accessible by [www.NVS.co.za](http://www.mie.co.za/) , is incorporated by reference into these T’s & C’s and forms part of these T’s & C’s, explains the data processing practices of NVS insofar as it relates to the Site.
2. We have reasonable security measures in place to protect against the loss, misuse and interception by third parties of the information under our control, but, to the extent allowed by law, NVS assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet. Please see our Privacy Policy for further details.

* *The above wording will limit and excludes obligations, liabilities and legal responsibilities of NVS, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.*

10. Consumer Protection Act

1. If these T’s & C’s and/or any goods and/or services provided under these T’s & C’s are regulated by the Consumer Protection Act No 68 of 2008, as amended, replaced or re-enacted from time to time ("Consumer Protection Act"), it is not intended that any provision of these T’s & C’s contravenes any provision of the Consumer Protection Act and therefore all provisions of these T’s & C’s must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
2. Nothing in these T’s & C’s does or purports to limit or exempt NVS from liability for any loss directly or indirectly attributable to the gross negligence of NVS or any person acting for or controlled by NVS where the law does not allow this and this clause also does not require you to assume the risk or liability for this kind of loss where the law does not allow this.

11. Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act

1. No information or data on this Site constitutes an offer to do business, but is merely an invitation to do business.
2. No agreements shall be concluded merely by sending a data message to this Site or its owners.
3. No e-mail message shall be deemed to have been received by NVS until a response has been issued from NVS. An automated response, from NVS shall not satisfy this requirement.

12. General

1. These T’s & C’s constitute the sole record of the agreement between you and NVS in relation to the subject matter hereof. Neither you nor NVS shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and NVS in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon NVS unless agreed to in writing by NVS. No indulgence or extension of time which NVS may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of NVS in terms hereof, save in the event or to the extent that NVS has signed a written document expressly waiving or limiting such rights.
2. NVS shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions to any third party without notice to you.
3. To the extent allowed by law, NVS may update these T’s & C’s from time to time and you are responsible for periodically reviewing the most current version on the Site. To the extent allowed by law, your continued use of the Site will be deemed your conclusive acceptance of the updated T’s & C’s. NVS reserves the right to change or delete any information, features or contents of the pages of the Site at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features or contents for which you have paid or are required to pay any consideration, NVS will use its reasonable endeavours to exercise this right on notice to you.
4. All provisions of these terms and conditions are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these terms and conditions shall remain of full force and effect.
5. This Site is created, hosted, maintained and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these T’s & C’s, any disclaimers, copyright and use statements contained in the Site, and any legal matter resulting from the use or inability to use this Site, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, NVS may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained in the Site.
6. All disputes in terms of the use of this Site or any agreement flowing therefrom, or relating to the inability to use this Site, will be referred at the sole discretion of NVS either to adjudication in the High Court of South Africa, or to arbitration in terms of the Commercial Rules of Arbitration of the Arbitration Foundation of Southern Africa (AFSA) and such arbitration shall be held in Johannesburg, South Africa and conducted in the English language.
7. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, NVS shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, NVS makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be uninterrupted and error free.
8. This Site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy him or herself, prior to entering into this agreement with NVS, that the service available from and through this Site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

13. Payment Policy

1. There are 3 distinct methods of effecting payment for the ‘Personal Credential Verification’ service, namely ‘Credit Card Payment’, ‘Secure Internet Deposit’ and ‘Agreed Terms Payment’. This last option is only available to qualifying, registered clients. Please note that, while all inquiries will be received by NVS, they will not be processed until proof of payment has been received.
2. Several International and African institutions are known to charge standard additional fees for verification. In these instances NVS will request that the specific additional amount be paid to NVS before the verification process commence.

14. Credit Card Payment and Refund Policy

1. Credit Card Payment is immediately authorised by an online payment gateway, provided that all details are correctly captured. NVS takes no responsibility for the fraudulent use of credit cards. Payment by credit card attracts a surcharge, levied by the payment bureau, which will increase the cost of your inquiry.
2. Note that once a Background Screening order has been captured, it is considered to be an authorisation to start the verification process by NVS. As such, no refunds or adjustments to orders will be contemplated once the order has been paid for.

15. Secure Internet Deposit and Refund Policy

1. Secure Internet Deposit’ (when available) is immediately authorised by an online payment gateway, provided that all details are correctly captured. NVS takes no responsibility for the fraudulent use of Internet banking logon codes and PINs. Payment by Secure Internet Deposit attracts a surcharge, levied by the payment bureau, which may increase the cost of your inquiry.

16. Service Delivery Expectations

1. Service Expectations are subject to change based on several conditions (end of year, Easter holidays, graduation ceremonies, supplier issues, etc.), and as such are NOT considered to be contractual agreements. Any change in Service Expectation will be communicated as soon as NVS becomes aware of them.
2. Service Delivery Expectations’ are the turnaround times between the date and time that the last required information item or applicable form has been received by NVS, and the date and time that the result is released. Service Delivery Expectations are measured from the time when the completed request form is received up to when the request is completed and the final NVS Report is ready to be sent. Service Delivery Expectations are subject to the receipt of consent and indemnity forms.
3. If all information is not provided, or copies of certificates are not supplied, a ‘Request for Additional Information’ is generated and the Service Delivery Expectation may be delayed.
4. There are no Service Expectations in the event of a failure of either Eskom or Telkom, the South African power and telecommunications utilities respectively.

17. Verification purpose

1. NVS’s verification agents require that the information is furnished only for the purposes of the proposed employment (or continuation of employment) of the data subject, or for fraud prevention or detection purposes.
2. Signed NVS Consent Forms are required for ALL verification requests as per the PoPI Act.

18. Third Party information

1. If you are an agent of a third party company 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 company, have fully informed the data subject concerned of his or her own rights regarding individual privacy, and have obtained the data subject’s permission, in writing, to perform verification checks.
2. As an agent of the third party company, you are obliged to:
   1. Inform the data subject of your intent to perform verification checks.
   2. Obtain consent, in writing, from the data subject to perform verification checks.
   3. Inform the data subject of all results.
   4. Only perform verification checks if the results of the tests may have a material effect on the data subject’s employment position.
   5. You are responsible for maintaining signed copies of consent forms received from the data subject for a reasonable period of time. 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 NVS before the verification inquiry can be processed.

19. Personal information

1. As a private individual performing verification checks on your own behalf, you hereby authorise NVS to forward your personal information to verification agents acting on behalf of NVS (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.
2. You authorise NVS’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 NVS. You also unconditionally indemnify NVS and its verification agents against any liability that may result from furnishing information in this regard.
3. Personal Information may be shared by the Company with NVS and may be further shared by NVS with the Verification Information Suppliers for verification or other legitimate purposes.