

# Individual Indemnity & Consent Form

LICENCE PLATE NO.

## 1. APPLICANT DETAILS (herein after "the Applicant")

Surname		Full Names	
Mobile Number		ID/Passport Number	
Physical Address		Postal code	

## 2. PSCAB South Africa (Pty) Ltd DETAILS (herein after "PSCAB")

Name	PSCAB South Africa (Pty) Ltd	Co Reg Number	2017/190025/07
and (where applicable)			

## 3. PSCAB South Africa (Pty) Ltd SUPPLIER and / or RESELLER (herein after "3rd Party Verification Supplier")

Company Name	IOX Fleet Services	Postnet	Hazyview	Postnet	Whiteriver
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### 4. Definitions

For purposes of this Indemnity and Consent Form the following words will bear the following meanings and similar words will bear corresponding meanings:

- 4.1. "Vehicle Licence Renewal" means the Vehicle Licence renewal that PSCAB will conduct, in respect of the Applicant, in terms of the authority granted herein.
- 4.2. "Data" means the Applicant's personal information that is provided to PSCAB by the Applicant for purposes of conducting the vehicle renewal, such data includes, without limitation, the Applicant's name, surname, address, mobile number and identity number;
- 4.4. "Data Findings" means the Applicant's Personal Information that is obtained by PSCAB and its Third Party Verification Suppliers during the course of performing the Vehicle Licence Renewal, such data findings includes, without limitation, IOX Fleet Services detailed summary of the Applicant's infringements, fines (including, without limitation, information regarding the Applicant's relevant information such as is ordinarily furnished by the Licensing Department.
- 4.5. "Personal Information" will have the meaning ascribed to it in Chapter 1 of POPI, and includes but is not limited to a name, address, e-mail address, telephone or fax number, or other personal credentials provided, or which is collected from the Applicant or other third parties, before and/or during the process and/or thereafter.
- 4.6. "Personnel" means any officer, director, employee, agent, consultant, contractor or other representative of a party; and
- 4.7. "POPI" means the Protection of Personal Information Act, number 4 of 2013, as amended from time to time, including any regulations made under the Act. 4.9. "Privacy and Data Protection Conditions" refers to the 8 (eight) statutory prescribed conditions for the lawful processing of Personal Information in terms of POPI.
- 4.8. "Third Party Verification Suppliers" means the third parties acting on behalf of PSCAB, including, without limitation, IOX Fleet Services, governmental bodies (including the South African Police Service) and fraud prevention organisations.

### 5. Consent

#### 5.1 Exchange of Personal Information

#### FOR THE PURPOSE(S)

- 5.2. I (the Applicant) hereby authorise PSCAB and its Third Party Verification Suppliers, to access, use, store and transfer my Data for purposes of conducting the Vehicle Licence Renewal. In this regard I acknowledge and agree that my Data may be shared by PSCAB with its Third Party Verification Suppliers for purposes of performing the renewal.
  - 5.3 In addition to clause 5.1 above, I hereby authorise PSCAB and its Third Party Verification Suppliers to retain, store, use and transfer the Data and Data Findings for any other legitimate purpose, including for purposes of verifying my identity which will include comparing and verifying the Data and Data Findings against any national data registers.
  - 5.4 I hereby indemnify and hold PSCAB and its Third Party Verification Suppliers and their respective Personnel harmless in full for, from and against any and all loss, damage, injury, liability, costs and expenses suffered or incurred by me whether directly or indirectly out of or in connection with the Vehicle Licence Renewal and the use, storage and transfer of the Data and Data Findings and/or any errors or omissions contained therein, irrespective of whether such errors or omissions occur as a result of PSCAB's, its Third Party Verification Suppliers' and/or their respective Personnel's negligent acts or omissions. In particular I acknowledge and agree that PSCAB and its Third Party Verification Suppliers and their respective Personnel will not be liable, under any circumstances whatsoever, for any loss, damage, injury, liability, costs and expenses suffered or incurred by me whether directly or indirectly out of or in connection with my and/or any third party's reliance on the Data Findings, including, without limitation, any decisions that I and/or any third party may make based on such Data Findings.
  - 5.5 I further agree that the Data and Data Findings may be transferred cross-border to other countries, which do not necessarily have data protection laws similar to the Republic of South Africa, for verification or storage purposes. In any cross-border transfer of the Data or Data Findings the recipient will be notified of the requirement to keep the Data and Data Findings confidential.
  - 5.6 I warrant that the Data provided to PSCAB is accurate and current and that I have not knowingly withheld any facts or circumstances. I agree that I will correct and update the Data when necessary. I hereby indemnify and hold PSCAB and its Third Party Verification Suppliers and their respective Personnel harmless in full for, from and against any and all loss, damage, injury, liability, costs and expenses suffered or incurred by PSCAB and/or its Third Party Verification Suppliers and/or their respective Personnel whether directly or indirectly out of or in connection with any incorrect or false information or Data submitted by myself.
  - 5.7 I understand that PSCAB and its Third Party Verification Suppliers will use reasonable efforts to maintain the confidentiality of the Data and Data Findings and that the Data and Data Findings will be stored in a secure manner and accessed and transferred for the purposes I have authorised.
  - 5.8 I understand that if PSCAB and its Third Party Verification Suppliers has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, I may first resolve any concerns with PSCAB or the relevant Third Party Verification Supplier. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
  - 5.9 A copy of Personal Information kept by PSCAB or the Third Party Verification Supplier will be furnished to me upon request in terms of the provisions of POPI or the National Credit Act and I understand that I may dispute any information in the record provided.
- By signing this Indemnity and Consent Form, I warrant that I am an adult of sound mind and declare that this document has been presented to me in a language which I understand, and that I have read through this Indemnity and Consent Form and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

Applicant Signature\* \_\_\_\_\_

PSCAB South Africa (Pty) Ltd \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_ \*

For and on behalf of, who warrants that he/she is duly authorised hereto