



SAFPS

SOUTHERN AFRICAN
FRAUD PREVENTION
SERVICE

DIGITAL PROTECTIVE REGISTRATION Terms of Use

Terms and Conditions

We welcome you as a user of this web – based application and/or mobile application and any services which may be provided in respect of such application (the “Southern African Fraud Prevention Service (SAFPS) Application”). We are providing the SAFPS Application and any services to you, subject to these Product Terms and Conditions, the Terms of Use, the SAFPS Privacy Policy and the Subscriber Agreement for digital signing (collectively known as the “Terms”).

These Product Terms will provide you with an explanation of the various features which are available as part of the SAFPS Application. These Product Terms are also intended to inform you about the personal information which will be collected, stored and utilised as part of the SAFPS Application.

The Terms, as may be amended from time to time shall be effective from the date on which you first access and/or use the SAFPS Application and govern both the online and offline access to and use of the SAFPS Application or any part thereof and related services for new and existing users.

These Terms provide legal protection for the SAFPS as the owner of the SAFPS Application and any other party who may provide a license in respect of the SAFPS Application, including Contactable (Pty) Limited (“the Licensor”); the SAFPS Application’s content suppliers; and any subsidiaries of such parties (collectively known as “the Companies”).

To the extent that any provisions of the Terms could or are intended to create or confer any benefits, rights or remedies on any one or more of the Companies, each of such Companies shall be a beneficiary or third-party beneficiary thereto and shall at any time be entitled to accept and enforce any such benefits, rights or remedies as conferred upon it under the Terms.

The purpose of collecting, storing and verifying your personal and biometric information is to certify and confirm your eligibility and validate you as the true holder of the SAFPS Protective Registration service and to assist in the prevention of fraudulent incidents. Any personal information which is collected and stored on the SAFPS Application will be stored on the SAFPS Application itself and not on your mobile device. We will utilise your Personal and Biometric Information for the purposes as set out in the Terms, and for any other purpose for which you may provide your consent from time to time.



Consent and Agreement

The Terms apply to your use of the SAFPS Application and any related services. Please ensure that you have read and understand the Terms before proceeding with the SAFPS Application.

BY ACCESSING, USING AND/OR BROWSING THE SAFPS APPLICATION AND ANY RELATED SERVICES:

- **YOU UNDERSTAND, ACCEPT AND AGREE TO THE TERMS;**
- **YOU CONSENT TO THE COLLECTION, STORAGE, USE AND TRANSFER OF YOUR PERSONAL INFORMATION, WHICH MAY INCLUDE YOUR BIOMETRIC INFORMATION WHERE APPLICABLE, BY THE COMPANIES FOR VALIDATION OF YOUR IDENTITY; AND**
- **YOU FURTHER AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THESE PROTECTIVE REGISTRATION PRODUCT TERMS AND CONDITIONS, THE TERMS OF USE, THE SAFPS PRIVACY POLICY AND THE SUBSCRIBER AGREEMENT.**

We reserve the right to amend the Terms where such amendment is required. By using the SAFPS Application and any related services, you consent and agree to the Terms, as may be updated and amended from time to time.

Device Information

By using the SAFPS Application through your mobile phone, your device information will automatically be stored on the SAFPS Application or by the Companies' internal systems. The device information which may be stored on the SAFPS Application is as follows:

- **International Mobile Equipment Identity (IMEI) Number:** - this is the number which is used in order to blacklist your device in the event that it is stolen and will also be used to link your SAFPS Application profile to your specific device;
- Your **network provider**;
- Your **phone specifications**: - this information is stored on the SAFPS Application in order to ensure that the SAFPS Application and all its features are compatible with your specific device;
- **International Mobile Subscriber Identity (IMSI) Number:** - this number is used to provide protection against hacking, it is collected and used in order to determine if any hacking of your device has taken place and can also be utilised in order to attempt to trace the source of such hacking; and
- Your **sim card number**: - this number is used to link your device to your SAFPS Application profile and will also be used to monitor any unauthorised attempts to access your SAFPS Application profile using your device.

In order for you to have access to these features of the SAFPS Application, it is required that your mobile device's location services are switched on.

Biometric Information

Biometric information is regarded as special personal information under the Protection of Personal Information Act 4 of 2013, it is therefore important that you understand that the Companies will be collecting and storing such information on the SAFPS Application, as well as the purpose for which such information will be used.

Facial Verification

Freedom from Fraud



Upon registration for the SAFPS Application, you will be required to take a real time selfie for the purposes of a liveness test in order to confirm and validate your identity. This image will be stored on the SAFPS Application or Companies' databases and will be compared against your identity document as stored by the Department of Home Affairs, in order to further validate your identity.

The real time selfie which you have uploaded onto the SAFPS Application as part of the liveness test will be stored and compared against the identity of any person who attempts to access your SAFPS Application profile. If such images do not match, the image of the unauthorised person who attempted to access your profile will be stored on the SAFPS Application in an imposter database and will be used to protect you against any further fraudulent attempts which may be made to access your profile.

In the event that any person attempts to access your SAFPS Application profile and the voice of such person does not match your identity as the user of the SAFPS Application, then the voice of such unauthorised person will be stored on an imposter database and the information stored on such database will be used to protect you against any further unauthorised attempts to access your profile.

Finger Verification

You may be required to register and enrol your fingerprint onto the SAFPS Application. Such personal information will be used as a login process and will provide you with access to the SAFPS Application, should the service be available.

The purpose for which your biometric information is collected and stored is to enable the Companies to verify your identity as a user of the SAFPS Application and any of its services. This stored information can also be used for any other lawful purpose and any other purpose for which you may provide consent. The Companies will to the extent possible, validate any biometric information which you may upload onto the SAFPS Application, and such validation will be used with the intention of preventing and protecting you against identity or application fraud.

Know Your Customer

The Companies will be accessing the National Population Register in order to obtain your demographical data which may include your age, nationality, gender, marital status, immigration status and life status. This demographical data will be used for the purpose of confirming the accuracy and correctness of all the documentation which you have uploaded onto the SAFPS Application. It will therefore be utilised to validate your identity as a user of the SAFPS Application.

Proof of Address

You may be required to upload a picture of your documentary proof of residence onto the SAFPS Application. If you indicate that you are the owner of the property which is reflected on the proof of residence, the Companies may verify the accuracy of this indication with the Deeds Office registry. If you indicate that you are the tenant of the property as reflected on the proof of residence, the Companies will endeavour to confirm the existence of a rental agreement with the landlord of such property and will also carry out any other reasonable checks in order to confirm your address.

Provided that your device's location services are switched on and you have approved access to your location by the SAFPS Application, such information will be used to determine your

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habitual location (where you are habitually during certain hours of the day). This information will be used to further validate and confirm your address.

Document Sharing

Through the use of this feature of the SAFPS Application, you will have the ability to share any one or more documents which you have uploaded onto the SAFPS Application with any institution of your choice, provided that such institution is also a registered user of the SAFPS Application. These documents may include details of any protected registration which you have applied for as well as any certificate which confirms your status as a SAFPS.

Alternatively, you will also have the ability to provide your authorisation and consent to SAFPS for the purpose of SAFPS sharing any one or more of the documents which you have uploaded onto the SAFPS Application with an institution of your choice.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002

In respect of SAFPS as follows:

Full name: The Southern African Fraud Prevention Service NPC

Registration number: NPC 2000/020784/08

Country of incorporation: South Africa

Physical address for receipt of service: 21 Kroton Street South, Weltevreden Park, Roodepoort, Gauteng, 1709

Telephone number: 011 867 2234

Email address: Safps@safps.org.za