

REDalert Solutions (Pty) Ltd User Terms of Service / Terms and Conditions of Use

This is an agreement between REDalert Solutions (Pty) Ltd, (hereinafter referred to as "REDalert "), the owner and operator of www.redalert.org.za (hereinafter referred to as the "Site"), REDalert software, including (collectively, including all content provided by REDalert through REDalert and the REDalert Site, the " REDalert Service", or the "Service"), and you ("Registered Entity" Entity "User" or "You" or "you" or "Your" or "your") a user of the Service.

BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND REDALERT'S PRIVACY POLICY, WHICH CAN BE FOUND AT <http://www.redalert.org.za> , AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If You choose to not agree with any of these terms, you may not use the Service.

This Service is offered to You conditioned upon your complete acceptance without modification of any/all the terms, conditions, as set out herein (collectively, the "Agreement"). By accessing or using this Website in any manner, You agree to be bound by the Agreement.

Be sure to return to this page from time to time to review the most current version of the Agreement. REDalert reserves the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

This Website is provided as a singular database system which stores information from multiple Entities registered with the REDAlert site and allows for the collaborative linking of data in a clustered database model through an Industry Database and Internal Database models.

The objective of the Industry Database is to establish a central point of reference of employees in the banking, finance and related industries who have been dismissed, for dishonesty related offences or found guilty of dishonesty related offences after a post termination enquiry, which can be used by all Participating Entities, as a reference in screening prospective employees in order to manage the risk of a repetition of such behaviour in a Participating Entity.

As a condition of your use of this Website, You warrant that all information supplied by You on this Website is true, accurate, current and complete. You confirm that You will only upload information in the following instances:

- Where an employee was found guilty of dishonest conduct and dismissed after disciplinary proceedings were followed or after a post termination enquiry.
- Where an employee resigned or absconded after having been charged or notified of the allegation and before the disciplinary inquiry was held or completed and thereafter a decision to link is made at an Industry Enquiry.
- Where the dishonest conduct only came to light after an employee left the Participating Entity's employ and a decision to link is made at an Industry Enquiry.

You further confirm that will at all times adhere to the following guidelines:

- Ensure that disciplinary proceedings and/or post termination proceedings are conducted.
- Retain the record for the five-year period of the Linking but not longer than is necessary in order to comply with required by Laws.
- Participating Entities must include consent to Linking in their conditions of employment.

- Consent should cover both the Linking and the subsequent reference checking.
- Participating Entities shall adopt to the extent reasonably relevant, the Industry Entity Guidelines as a formal internal policy and must communicate the existence of the policy and its contents to staff.
- Participating Entities should regularly communicate with their employees about Industry Database Linking and advise them of instances where former employees have been linked.

In the event of a dismissed employee being successful in an internal appeal/review, CCMA, Labour Court or such other court or forum as may have ruled on the matter in having the dismissal overturned, or where a request for unlinking is approved the Industry Entity and / or REDAlert, the employee's name will be removed from the Industry Database by request and approved by the Industry Entity or REDAlert.

The undersigned Participating Entity agrees to co-operate with REDAlert and with other Participating Entities to support the Industry Database for dishonest and dismissed employees and herewith agrees to the following:

- To ensure that all cases of employee dishonest conduct are dealt with through the Participating Entity's disciplinary procedures on the grounds of an applicable act of dishonesty.
- To link all employees to the Industry Database found guilty of and dismissed for dishonest conduct.
- To input data within 5 working days of the dismissal of the employee or from the date that the employee left the employment of the participating entity.
- To flag a Listing in the event of outstanding appeals whether internally, through the CCMA, Labour Court or any other court or forum.
- To have adequate internal controls in line with Good Industry Practice and applicable Laws, to ensure the correct use and input of the data.
- To have adequate internal controls to ensure adherence to the prescribed data security procedures which are in line with Good Industry Practice and applicable Laws.
- Not to decline an employment application solely on the basis of a Listing on REDAlert Site, but to refer to the Listing Registered Entity for full details underpinning the Linking so that an informed decision can be made, where appropriate.
- To conduct REDAlert Enquiries post termination of employment in respect of a former employee who is suspected to have committed an act of dishonesty whilst in its employ.
- Enquiries made by the Participating Entity are not to be made for or on behalf of any other organisation, its partners or affiliates.
- Enquiry results are deemed to have expired 7 days following the date of enquiry and should therefore not be stored electronically for future use.

The language of choice of RedAlert for the RedAlert service is English and even though the service may be viewed in other languages, RedAlert shall not be held liable for incorrect translation of any language, information or interpretation from English to any other language.

RedAlert retains the right at our sole discretion to deny access to anyone to this Website and the services RedAlert offers, at any time and for any reason, including, but not limited to, uploading of incorrect information, abuse of the Services and for violation of this Agreement.

These Terms of Service apply to all Users of the RedAlert Service. Information provided by RedAlert Users through the RedAlert Service may contain links to third party websites that are not owned or controlled by

RedAlert. RedAlert has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Service, You expressly acknowledge and agree that RedAlert shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

If You are a consumer you have certain rights under South Africa's e-commerce legislation Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act")

If You are a consumer as defined in the ECT Act and the goods and services You are using are not excluded from protection, You may have certain rights as a consumer under Chapter VII of the ECT Act. A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the *end user* of the goods or services offered by that supplier.

For more information on these rights visit Acts Online or www.acts.co.za or http://www.acts.co.za/ect_act/index.htm and see Chapter VII. If You need more information about this please contact RedAlert. Nothing in this Agreement will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

Information, ideas and opinions expressed on this site should not be regarded as complete or accurate or the official opinion of RedAlert.

RedAlert cannot be held liable for illegal or unconstitutional content. The User and any Participating Entity indemnifies RedAlert from all liability in this regard.

1. Subject to your compliance with these Terms of Service, RedAlert hereby grants You permission to use the Service, provided that:
 - 1.1. your use of the Service as permitted is solely for you're the use provided, and You are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service;
 - 1.2. You will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without RedAlert's prior written authorization;
 - 1.3. You will not attempt to reverse engineer, alter or modify any part of the Service; and
 - 1.4. You will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy.
2. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc.
3. No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of RedAlert.
4. The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted.

5. You agree not to collect or harvest any personally identifiable information, from the Service, nor to use the communication systems provided by the Service for any commercial or spam purposes. You agree not to spam, or solicit, any Users of the Service.
6. The design of the RedAlert Service along with any created text, scripts, graphics, interactive features and the like, the trademarks, service marks and logos contained therein are owned by or licensed to RedAlert, subject to copyright and other intellectual property rights under the Republic of South Africa and foreign laws and international conventions. The Service is provided to You AS IS for your information and use only.
7. RedAlert reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein.
8. RedAlert reserves the right to discontinue any aspect of the Service at any time.
9. You agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, RedAlert, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof.
10. RedAlert makes no warranties or representations about the accuracy or completeness of this Service's content and assumes no liability or responsibility whatsoever.
11. RedAlert does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or other advertising, and RedAlert will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.
12. In no event shall RedAlert, its officers, directors, employees, or agents, be liable to You for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:
 - 12.1. Errors, mistakes, or inaccuracies of content,
 - 12.2. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service,
 - 12.3. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
 - 12.4. Any interruption or cessation of transmission to or from our servers,
 - 12.5. Any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our service by any third party,
 - 12.6. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not RedAlert is advised of the possibility of such damages, and/or

- 12.7. The disclosure of information pursuant to these terms of service or privacy policy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
13. RedAlert may from time to time supply Users with information including but not limited statistics, comparisons and/or data collected on/by the Service, RedAlert shall not be held liable for the accuracy of this information, statistics, comparisons and/data.
14. You specifically acknowledge that RedAlert shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
15. You further grant RedAlert the right to pursue at law any person or entity that violates your or the RedAlert's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary.
16. If any content posted/uploaded by a User does not meet the standards required by the Service, the content shall be blocked and the User shall receive a notification from the Service, and the User shall be giving a warning period in which to rectify the content to the standards acceptable by the Service. Should the content not be rectified within the applicable period, RedAlert shall remove the content permanently from the Site.
17. The Service is controlled and offered by RedAlert from its facilities in the Republic of South Africa. RedAlert makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.
18. You agree to defend, indemnify and hold harmless RedAlert, its holding company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:
- 18.1. your use of and access to the Service;
 - 18.2. your violation of any term of these Terms of Service;
 - 18.3. your violation of any third party right, including without limitation any copyright, property, or privacy right. This defence and indemnification obligation will survive these Terms of Service and Your use of the Service.
19. You confirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

20. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by RedAlert without restriction.
21. You agree that:
 - 21.1. the Site shall be deemed solely based in the Republic of South Africa; and
 - 21.2. You agree to subject to the jurisdiction of the Republic of South Africa, more specifically the South Gauteng High Court, in the event of any legal dispute.
 - 21.3. These Terms of Service shall be governed by the laws of the Republic of South Africa.
 - 21.4. Any claim or dispute between You and RedAlert that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction, more specifically the South Gauteng High Court, of South Africa.
22. These Terms of Service, together with the Privacy Policy and any other legal notices published by RedAlert, shall constitute the entire agreement between You and RedAlert concerning the Service.
23. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.
24. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and RedAlert's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.
25. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the Service. Your continued use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms.