

Terms and Conditions – Oaths.co.za

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Operated by Beantech (Pty) Ltd

Effective Date: 01 March 2025

Last Updated: 2025-08-23

These Terms and Conditions govern your access to and use of the Oaths.co.za platform and services, which are developed and operated by Beantech (Pty) Ltd. By accessing, registering for, or using any part of the Oaths.co.za digital platform, you agree to be bound by these Terms. If you do not agree, please do not use the service.

1. Nature of the Service

Oaths.co.za is a LegalTech SaaS platform that facilitates secure, compliant access to digitally certified copies of South African documents, including Smart ID Cards, Driver's Licences, Passports, and Proof of Address documents.¹ The certification itself is performed by a duly appointed Commissioner of Oaths. As per Regulation 6 of GN R1258 of 1972, the act of certification is free of charge.³ Your subscription fee covers the use of our advanced digital infrastructure, which includes identity verification, secure cloud storage, and automated compliance tools.⁴

2. Eligibility

To use the platform, you must be:

- At least 18 years old.²
- A South African citizen with a valid Smart ID Card.²
- In possession of a valid South African Smart ID Card.²
- Acting on your own behalf, and not using another person's documents.²

3. Subscriptions and Payment

- Subscription fees apply for access to the platform and its associated services.
- Certification itself is free, as required by law.
- All prices are inclusive of VAT and payable annually in advance.
- Refunds: If your account is disqualified for legal or verification reasons, no refund will be applicable due to processing costs.²

4. Certification Disclaimer

Document certification is carried out solely by an appointed Commissioner of Oaths who operates under their personal legal responsibility.² Our platform supports this process with technology that ensures a high level of legal and document integrity. The verification process, which includes biometric checks, government record validation, and a blockchain audit trail, gives the certified documents a superior level of

evidentiary weight under South African law.⁶ While Oaths.co.za provides these security measures, institutional policies regarding the acceptance of digital documents may vary.⁷

5. User Responsibilities

You agree to:

- Provide truthful and accurate information.²
- Keep your account credentials secure.²
- Only upload your own, valid documents.²
- Use the platform only for lawful and legitimate purposes.²

6. Prohibited Use Policy

Your use of the platform is governed by a strict Prohibited Use Policy.² Prohibited conduct includes:

- Uploading falsified or altered documents.²
- Certifying foreign-issued or third-party documents.²
- Using the platform for fraud, misrepresentation, or impersonation.²
- Circumventing identity checks, AI tools, or security features.²

Violations may result in account termination, document invalidation, and referral to law enforcement or regulatory bodies.²

7. Suspension or Termination

We reserve the right to suspend or terminate any user who breaches these Terms, violates South African law, or abuses the certification process.²

8. Privacy and POPIA Compliance

Oaths.co.za complies with the Protection of Personal Information Act (POPIA), 4 of 2013.² Your data is encrypted and stored on Microsoft Azure infrastructure. Compliance screening includes AML, PEP, and sanctions databases. Your continued use of the platform confirms your lawful intent and informed consent.

9. Limitation of Liability

Beantech (Pty) Ltd is not liable for any third-party rejection of digitally certified documents, service interruptions, or damages arising from user error or misuse of the platform.² The platform is provided "as is" and its use is entirely at your own risk. Our liability for any damage, loss, or harm resulting from the use of the platform is contractually limited to the maximum extent permitted by law.

10. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Any disputes will be resolved through arbitration or urgent legal action in a court of competent jurisdiction in South Africa, as per the rules of the Arbitration Foundation of Southern Africa (AFSA).

11. Amendments

These Terms may be updated occasionally. You will be notified of material changes. Continued use of the platform implies acceptance of revised terms.²

12. Contact Information

For questions or concerns regarding these Terms:

- **Email:** compliance@oaths.co.za
- **Address:** Regus Cradlestone Mall, Entrance 5, L2, 17 Hendrik Potgieter Road, Krugersdorp, Gauteng, 1739, South Africa