

Terms and Conditions – Oaths.co.za™

Operated by Beantech (Pty) Ltd

Reg. No: 2010/008997/07

Information Regulator Registration No: 2025-006973

Effective Date: 19 October 2025

1. Introduction

These Terms and Conditions govern access to and use of the **Oaths.co.za™** platform and associated services operated by **Beantech (Pty) Ltd** (“we”, “us”, or “our”).

By accessing or using Oaths.co.za™, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree, you must not use the service.

These Terms operate alongside our **Privacy Policy** and **Prohibited Use Policy**, which together form the full legal agreement governing your use of the platform.

2. Nature of the Service

Oaths.co.za™ is a **LegalTech Software-as-a-Service (SaaS)** platform enabling users to obtain **secure, compliant, and digitally verifiable certified copies** of select South African documents.

Certification is performed by duly appointed **Commissioners of Oaths** in accordance with **Regulation 6 of GN R1258 of 1972**, which prohibits any fee for the act of certification itself.

Your subscription fee covers the use of our digital infrastructure, including:

- Identity verification and liveness testing
 - Secure document capture and encrypted storage
 - Blockchain-based certification audit trail
 - Cloud hosting, monitoring, and compliance screening
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3. Eligibility

3.1 Adult Users (18 years and older)

To register and use Oaths.co.za™, you must:

- Be **18 years or older**;
- Be a **South African citizen** with a valid **Smart ID Card**; and
- Register and certify documents **on your own behalf**.

3.2 Minor Users (Ages 16–17)

Oaths.co.za™ permits responsible minors aged **16 or older** who hold a **valid Smart ID Card** to register and use the platform **for educational or early-career purposes** (e.g., matric, university, or first-job applications), provided that:

1. A **parent or legal guardian** has given **verifiable digital consent** before registration.
2. The guardian's identity and consent are **recorded and securely stored**.
3. The minor's activity is limited to lawful self-certification.

Minors may not perform certifications for others or act as Commissioners of Oaths. Beantech (Pty) Ltd reserves the right to suspend or terminate any minor account where consent cannot be verified.

4. Subscriptions and Payment

- A subscription fee applies for access to the platform.
- Certification acts remain **free of charge** in accordance with South African law.
- All prices are **VAT-inclusive** and payable **annually in advance**.
- Refunds are **not provided** for disqualified accounts or compliance-related suspensions due to identity verification or AML issues.

4.1 Scholar Plan (Minors)

The **Grade 12 / Scholar Plan** is available to users aged 16–under 18 (or under 19 at renewal) at **R149 per year (VAT included)**.

This subscription includes full access to identity verification, certification storage, and audit features, subject to guardian consent.

5. Certification Disclaimer

All certifications are conducted by independent **Commissioners of Oaths**, each operating under personal legal responsibility as defined by the **Justices of the Peace and Commissioners of Oaths Act, 16 of 1963**.

Oaths.co.za™ provides the **digital infrastructure** supporting this process, including biometric verification, government record validation, and blockchain audit trails.

Beantech (Pty) Ltd does **not act as a Commissioner of Oaths** for users and does not issue legal certifications on its own behalf.

Institutions may adopt varying policies regarding acceptance of digital certifications; users should verify acceptance requirements with recipients.

6. User Responsibilities

By using Oaths.co.za™, you agree to:

- Provide truthful, complete, and accurate information.
- Upload only your own lawful documents.
- Use the platform solely for **personal, legal purposes**.
- Keep your login credentials secure and confidential.
- Not circumvent verification or liveness processes.

Misrepresentation, falsification, or fraudulent use of the platform constitutes a material breach of these Terms and may lead to suspension, disqualification, or legal referral.

7. Prohibited Use

Your conduct is governed by the **Prohibited Use Policy**.

You may **not**:

- Upload falsified, altered, or third-party documents;
- Bypass AI verification or security tools;
- Use automation, bots, or scraping;
- Attempt to interfere with the platform's Microsoft Azure infrastructure;
- Certify foreign or non-South African documents; or
- Share your account or credentials with others.

Any such activity may result in immediate termination of access and potential legal action.

8. Suspension or Termination

We may suspend or permanently terminate your account without refund if you:

- Breach these Terms or the Prohibited Use Policy;
- Fail compliance verification (e.g., FICA or AML screening);
- Engage in unlawful or fraudulent activity; or
- Misuse the certification process.

For minors, termination may occur if guardian consent is withdrawn or invalidated.

9. Privacy and POPIA Compliance

Oaths.co.za™ complies with the **Protection of Personal Information Act (POPIA)** and the **Children's Act 38 of 2005**.

We process data only for lawful, transparent, and specific purposes.

Your personal information — including that of minors — is protected using encryption, access controls, and blockchain verification.

All processing is governed by our **Privacy Policy**, available at www.oaths.co.za/legal/privacy.

10. Data Hosting and Infrastructure Location

Oaths.co.za™ is hosted entirely on **Microsoft Azure's South Africa North and South regions**.

All personal data, processing activities, application code, and backups are located **exclusively within South Africa**.

This ensures full compliance with:

- **POPIA Section 72** (no cross-border transfer without consent)
- **POPIA Section 19** (security safeguards)

No data is stored or processed outside the Republic of South Africa.

All systems run under **ISO 27001** and **SOC 2** compliant Azure infrastructure with high-availability and regional redundancy.

11. Minor Data Ring-Fencing

Beantech (Pty) Ltd implements additional safeguards for minors (ages 16–17):

- All minor data is **ring-fenced** in an encrypted ledger separate from adult records.
- Managed via **Microsoft Azure Confidential Ledger** using AES-256 encryption and rotating keys.
- Access restricted to authorised compliance officers under dual control.
- Every ledger interaction is **recorded immutably** on blockchain audit logs.
- Data is **cryptographically deleted** when consent is withdrawn, or retention expires.

This ensures compliance with **POPIA §19** and **Children’s Act §129–133** regarding the lawful processing of children’s information.

12. Limitation of Liability

Beantech (Pty) Ltd is not liable for:

- Third-party rejection of digitally certified documents;
- Service interruptions, technical failures, or Azure downtime;
- Errors caused by user negligence or false submissions; or
- Indirect or consequential loss arising from platform use.

Liability is limited to the maximum extent permitted by South African law.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the **Republic of South Africa**. Disputes shall be resolved through **arbitration** under the **Arbitration Foundation of Southern Africa (AFSA)**, or urgent relief may be sought in a competent South African court.

14. Amendments

Beantech (Pty) Ltd may update these Terms periodically. Material changes will be communicated via email or in-app notice. Continued use after such updates constitutes acceptance of the new Terms.

15. Contact Information

Information Officer:

Mr. J.M. van der Westhuizen
Professional Accountant (SA) | Commissioner of Oaths (Ex Officio)

 Email: compliance@oaths.co.za

 Address: Regus Cradlestone Mall, Entrance 5, L2, 17 Hendrik Potgieter Road, Krugersdorp, Gauteng 1739

16. Revision History

Version	Date	Summary of Change
1.0	23 Aug 2025	Initial Terms and Conditions issued
1.1	19 Oct 2025	Added minor eligibility, guardian consent, encrypted ledger protection, and Azure South Africa data residency

 Summary:

This version of the Oaths.co.za™ Terms and Conditions fully complies with **POPIA**, **PAIA**, and the **Children’s Act**, transparently discloses **local Azure hosting**, and enforces strong data governance for minors and all South African users.
