

Oaths.co.za – Terms and Conditions

Effective Date: 25 May 2026

1. Introduction

Welcome to Oaths.co.za ("the Platform", "we", "us", or "our"). These Terms and Conditions ("Terms") govern your use of our digital document certification services in South Africa. By registering and using the Platform, you agree to be bound by these Terms.

2. Definitions

- **Certification:** Verification by a duly appointed Commissioner of Oaths that a copy is a true copy of the original document, excluding affidavits or sworn declarations.
- **Commissioner:** A natural person appointed under the *Justices of the Peace and Commissioners of Oaths Act 16 of 1963* and registered with a recognised South African professional body.
- **User:** Any individual aged 18 or older, or a minor aged 16-17 with verified Guardian consent, using the Platform.
- **Platform Fee:** Charges for digital access, identity verification, processing, and storage; excludes any Commissioner statutory fees (which are free).
- **True Copy:** A copy visually confirmed by a Commissioner as identical to the original document.
- **Prohibited Documents:** Documents not certifiable on the Platform, including affidavits, sworn declarations, notarised documents, or fraudulent/altered documents.

3. User Eligibility and Registration

- **3.1** You must be 18 years or older to register. Minors aged 16-17 may register only with verifiable written consent from a legal Guardian.
- **3.2** You agree to provide accurate, complete, and current information, including a valid South African ID/passport and proof of residence where required.
- **3.3** You consent to biometric verification (e.g., facial recognition) as part of identity verification.
- **3.4** Misrepresentation or fraudulent information may result in suspension, termination, and legal action.

4. Scope of Services and Limitations

- **4.1** The Platform facilitates certification of true copies of selected documents, including SA Smart IDs, passports, driver's licenses, proof of address, academic qualifications, and company documents.
- **4.2** Affidavits, sworn declarations, notarised documents, and documents requiring apostille/legalisation are excluded and may not be certified via the Platform.
- **4.3** Certification only confirms the copy matches the original presented; we do not verify original document authenticity.
- **4.4** Users warrant that documents submitted are lawfully obtained and unaltered.

5. Fees, Payments, and Refunds

- **5.1** Platform access fees are annual subscriptions differentiated as Student, Standard, and Pensioner tiers.
- **5.2** Commissioners' certification acts are free as per South African law.
- **5.3** Payments are accepted via secure electronic methods only; cash payments are not accepted.
- **5.4** Refunds are available during a 14-day cooling-off period except for completed certifications or failed verifications due to user fault.

6. Identity Verification and Fraud Prevention

- **6.1** Users must complete biometric verification and provide government-issued ID and proof of residence.
- **6.2** The Platform employs AI and manual reviews to detect fraud; suspicious activity may lead to immediate suspension and reporting to authorities.
- **6.3** Users indemnify Oaths.co.za against losses arising from fraudulent or unauthorized use.

7. Data Protection and Privacy

- **7.1** Personal data collected includes identification, contact details, biometric data, and document images.
- **7.2** Data processing complies with the *Protection of Personal Information Act (POPIA)*, relying on lawful grounds such as consent, legal obligation, contract necessity, and legitimate interest.
- **7.3** Data is stored securely on Microsoft Azure South African servers with encryption; biometric data is deleted within 30 days post-verification.
- **7.4** Users have rights to access, correct, delete their data, and object to marketing communications.
- **7.5** Data breaches will be notified within 72 hours to affected users and the Information Regulator.

8. Intellectual Property and Use of Certifications

- **8.1** Digital certification marks, QR codes, and related technology are intellectual property of Oaths.co.za.
- **8.2** Unauthorized alteration, reproduction, or use of certifications is prohibited.
- **8.3** Third parties may verify certifications via embedded QR codes.
- **8.4** Automated scraping or misuse of certifications is prohibited and may lead to legal action.

9. Liability and Indemnity

- **9.1** Oaths.co.za is not liable for errors in original documents, rejection of certified copies by third parties, or delays caused by user non-compliance.
- **9.2** Liability is capped at the annual subscription fee paid.
- **9.3** Users indemnify and hold harmless Oaths.co.za from all claims arising from their misconduct or breach of these Terms.

10. Dispute Resolution

- **10.1** Disputes shall first be referred to mediation.
- **10.2** If unresolved, disputes will proceed to binding arbitration in Johannesburg under AFSA rules.
- **10.3** Users waive rights to class actions unless prohibited by law.

11. Termination and Suspension

- **11.1** The Platform may suspend or terminate accounts for fraud, misrepresentation, repeated failed verifications, violation of Terms, or non-payment.
- **11.2** Users may appeal suspensions within 14 days; decisions are final.
- **11.3** Data retention post-termination complies with applicable laws; personal data is anonymised after 90 days unless legally required otherwise.

12. Miscellaneous

- **12.1** Force majeure events (e.g., loadshedding, cyberattacks) exempt Oaths.co.za from liability for service interruptions.
- **12.2** Updates to Terms will be communicated by email; continued use constitutes acceptance.
- **12.3** The Platform is not responsible for third-party websites linked or referenced.
- **12.4** Users may not assign rights without consent; Oaths.co.za may transfer rights in business restructuring.

13. Governing Law and Jurisdiction

These Terms are governed by South African law. Exclusive jurisdiction lies with the High Court of South Africa (Gauteng Division, Pretoria).

Contact

For questions or to exercise your rights, contact:

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

By using Oaths.co.za, you acknowledge that you have read, understood, and agree to these Terms and Conditions.
