

Terms and Conditions - Online Instructor Application

Effective Date: 25/08/2025

Last Updated: 25/08/2025

1. Introduction and Acceptance

By completing and submitting this online instructor application form, you ("Applicant" or "you") agree to be bound by these Terms and Conditions ("Terms"). These Terms govern your application to become a course instructor with Deviare (Pty) Ltd ("Company," "we," "us," or "our").

IMPORTANT: This application does not constitute an offer of employment or guarantee any work opportunities. Submission of this application serves only to register your interest in becoming a course instructor with our organization.

2. Application Purpose and Process

2.1 Purpose

This application form is designed to:

- Register your interest in becoming a course instructor
- Collect relevant qualifications and experience information
- Assess your suitability for potential future instructor opportunities
- Build a database of qualified candidates for consideration

2.2 No Guarantee of Work

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- Submission of this application does not guarantee employment or work opportunities
- No contractual relationship is created by submitting this application
- The Company has no obligation to offer you work or respond to your application
- Future work opportunities, if any, will be subject to separate agreements
- Selection for instructor positions will be at the Company's sole discretion

3. Privacy and Personal Information Protection

3.1 Compliance with POPIA

We process your personal information in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA") and other applicable South African data protection laws.

3.2 Information Collected

We may collect the following categories of personal information:

- **Identity Information:** Full name, identity number, date of birth, nationality



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- **Contact Information:** Physical address, email address, telephone numbers
- **Educational Information:** Qualifications, certifications, academic records
- **Professional Information:** Employment history, skills, experience, references
- **Financial Information:** Banking details (if selected for work), tax information
- **Biometric Information:** Photographs, video recordings (if applicable)
- **Special Personal Information:** Where relevant and with consent, information about health, education, or other categories as defined in POPIA

3.3 Lawful Basis for Processing

We process your personal information based on:

- Your explicit consent for the application process
- Legitimate interests in evaluating potential instructors
- Performance of potential future contracts
- Compliance with legal obligations

3.4 Purpose Limitation

Your personal information will only be used for:

- Evaluating your application and suitability as an instructor
- Maintaining a database of potential instructors
- Communication regarding potential opportunities
- Compliance with legal and regulatory requirements
- Internal record-keeping and administration

3.5 Data Minimization

We will only collect personal information that is:

- Adequate and relevant for the stated purposes
- Not excessive in relation to the purposes
- Accurate and kept up to date

4. Data Security and Retention

4.1 Security Measures

We implement appropriate technical and organizational measures to protect your personal information against:

- Unlawful processing
- Accidental loss, destruction, or damage
- Unauthorized access or disclosure

4.2 Data Retention

- **Active Applications:** Personal information will be retained for 24 months from submission date



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- **Successful Applicants:** Information retained as per employment/contractor agreements
- **Unsuccessful Applications:** Information deleted after 24 months unless you consent to longer retention
- **Legal Requirements:** Some information may be retained longer if required by law

4.3 Data Deletion

Upon expiry of the retention period, we will securely delete or anonymize your personal information unless:

- You have consented to longer retention
- Legal obligations require continued retention
- You have been selected for work and separate agreements apply

5. Your Rights Under POPIA

As a data subject, you have the right to:

5.1 Access and Correction

- Request access to your personal information we hold
- Request correction of inaccurate or incomplete information
- Receive information about how your data is processed

5.2 Objection and Restriction

- Object to the processing of your personal information
- Request restriction of processing in certain circumstances
- Withdraw consent where processing is based on consent

5.3 Deletion

- Request deletion of your personal information in certain circumstances
- Request anonymization of your data

5.4 Data Portability

- Request your personal information in a structured, commonly used format
- Request transfer of information to another responsible party (where technically feasible)

6. Third-Party Sharing and Cross-Border Transfers

6.1 Sharing with Third Parties

We may share your information with:

- Authorized employees and contractors involved in the application process
- Third-party service providers (subject to appropriate agreements)

- Legal authorities when required by law
- Professional advisors bound by confidentiality

6.2 Cross-Border Transfers

If we transfer your information outside South Africa, we will:

- Ensure adequate levels of protection
- Obtain your consent where required
- Implement appropriate safeguards as required by POPIA

7. Application Terms and Warranties

7.1 Accuracy of Information

You warrant that:

- All information provided is true, accurate, and complete
- You have the right to provide all submitted information
- You will promptly notify us of any changes to your information
- You have obtained necessary consents for any third-party information provided

7.2 Documentation

You agree to provide supporting documentation when requested and acknowledge that:

- False or misleading information may result in application rejection
- We may verify information with third parties
- Failure to provide requested documentation may result in application withdrawal

8. Intellectual Property and Confidentiality

8.1 Application Content

By submitting materials as part of your application:

- You retain ownership of your original content
- You grant us a license to use submitted materials for evaluation purposes
- You warrant that submitted content does not infringe third-party rights

8.2 Confidentiality

You agree to keep confidential any non-public information about our organization, courses, or business operations that you may encounter during the application process.

9. Limitation of Liability

9.1 No Warranties

This application process is provided "as is" without warranties of any kind, including:

- Warranties regarding system availability or performance
- Guarantees about application outcomes
- Warranties about future work opportunities

9.2 Liability Limitation

To the maximum extent permitted by law, we shall not be liable for:

- Any indirect, incidental, or consequential damages
- Loss of data or system interruptions
- Damages arising from your use of the application system
- Any losses related to application outcomes

10. General Provisions

10.1 Governing Law

These Terms are governed by South African law, and any disputes will be subject to the jurisdiction of South African courts.

10.2 Amendment

We reserve the right to modify these Terms at any time. Updated terms will be posted with a new effective date.

10.3 Severability

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 Contact Information

For questions about these Terms or your personal information, contact us at:

Data Protection Officer/Privacy Officer:

Email: instructor-support@deviare.africa

Phone: 010 595 8522

Address: Ballywoods Office Park, 33 Ballyclare Drive, Bryanston

Information Regulator Complaints:

If you believe we have not handled your personal information appropriately, you may lodge a complaint with the Information Regulator at:

Email: POPIAComplaints@inforegulator.org.za

Website: <https://inforegulator.org.za/>

11. Acknowledgment and Consent

By submitting this application, you acknowledge that you have:

- Read and understood these Terms and Conditions



Challenge Everything

- Understood that this application does not guarantee work or employment
- Consented to the processing of your personal information as described
- Understood your rights under POPIA
- Agreed to be bound by these Terms

Electronic Signature: By clicking "Submit" or "I Agree," you provide your electronic signature and consent to these Terms.

Deviare (Pty) Ltd

Registration Number: 2017/263701/07

Physical Address: Ballywoods Office Park, 33 Ballyclare Drive, Bryanston

Email: instructor-support@deviare.africa

Website: <https://deviare.africa>

This document complies with the Protection of Personal Information Act, 2013 (POPIA) and other applicable South African laws.