MEMBERSHIP AND RELATED SERVICES TERMS AND CONDITIONS

These Terms and Conditions apply only to the operational processes and internal procedures of IoDSA membership and related services.

All matters relating to member eligibility, conduct, and disciplinary procedures are governed by the IoDSA <u>Member Regulations</u>, <u>Code of Professional Conduct</u>, and <u>Disciplinary Regulations</u>, which take precedence over this document.

GENERAL

- The IoDSA business hours are Monday to Friday from 09h00 to 16h00 (excluding weekends and public holidays).
- The IoDSA's official means of communication is via email. All requests and updates (including updating of personal information) must be submitted in writing. Member verification will be requested before any changes are made.
- 3. All calls to the IoDSA are recorded for record purposes.
- 4. All membership-related enquiries should be made to membership@iodsa.co.za.
- 5. The provision of any IoDSA service will be subject to either accepting the applicable terms and conditions online or signing a specific service agreement/form in line with the specific scope of work to be provided. Services will only commence once the IoDSA is in receipt of an online acceptance or a signed service agreement (as may be applicable) and when all applicable payment terms have been met.
- IoDSA membership and other services are provided free from any undertaking or warranty of use except for the intended purpose.
- The IoDSA shall not be held liable for any direct, indirect, incidental, special, or consequential loss or damage arising from participation in any membership services or benefits.
- 8. The IoDSA will not be held responsible for any delays or failures to deliver any membership service due to events beyond its control. These may include natural disasters, strikes, government actions, or other unexpected disruptions. In such cases, the IoDSA will try to inform Members and reschedule the service where possible.
- 9. All fee discounts, sponsorships, complimentary or pro bono services, and the like are provided entirely at the discretion of the IoDSA. These may be offered to those who meet the discount eligibility requirements as determined by the IoDSA from time to time. The IoDSA reserves the right to amend, withdraw, or

- cancel any such benefits or discounts advertised to Members at any time and for any reason.
- 10. All persons attending events at the IoDSA office do so at their own risk. The applicable event booking terms and conditions will apply in this instance.
- 11. All of the IoDSA intellectual property is protected by law and is to be dealt with in accordance with our Intellectual Property Policy.
- 12. Any legal notifications must be received by the IoDSA either electronically to legal@iodsa.co.za or hand delivered to the IoDSA registered office.
- 13. Email notifications will be recognised as being received 1 (one) business day following the date upon which the email notification was sent to the Member or relevant persons, unless otherwise expressly agreed in writing.
- 14. The IoDSA's chosen *domicillia et citandi* for service of any formal processes or written notices is its registered address. The Member's chosen *domicillia et citandi* for service of any formal processes or written notices is its invoiced address.
- 15. All words in capitals are as defined in the Member Regulations,

MEMBERSHIP

- 16. Membership with the IoDSA is governed by the IoDSA Memorandum of Incorporation, Member Regulations, Member Code of Professional Conduct, Disciplinary Regulations and these Membership Terms and Conditions, as amended from time to time. It is the Member's responsibility to become familiar with the content of all these documents.
- 17. By acquiring IoDSA membership and renewing annually, the Member agrees and undertakes to adhere to the IoDSA Member Code of Professional Conduct and any related member regulations, policies or other documents.
- 18. Members found in contravention of the Member Code of Professional Conduct may be subject to a disciplinary enquiry and sanctions in accordance with the Member Disciplinary Regulations.

MEMBERSHIP APPLICATION

- Applicants must provide all required information and supporting documentation as specified in the application process.
- Incomplete applications will not be processed until the requested information or documents are provided. The IoDSA may cancel an incomplete

- membership application after 30 calendar days if no response is received from the Applicant.
- 21. Applicants will be required to provide the following supporting documents as part of their application:
 - a. Certified copy of South African ID (or foreign passport or foreign local identification where the Applicant is not a South African citizen).
 - b. Certified copy of the Applicant's highest qualification.
 - c. Proof of employment in a management position; or proof of Director appointment (whichever may be applicable).
 - d. CV detailing the Applicant's educational, work and directorship (professional) history.
- 22. Where an Applicant answers "Yes" to any of the general eligibility questions, they must provide further information and, where applicable, any supporting documents to aid the IoDSA in its understanding and assessment of such incident.

Critical Skills Visa Applicants

- 23. Applicants applying for membership as part of their critical skills visa requirements must hold an NQF 8 qualification, must be Directors to qualify for membership with the IoDSA, and must take out membership for 5 years. As part of their application, the following additional supporting documentation must be submitted:
- a. Business owners to provide a valid SARS tax clearance certificate and CIPC certificate.
- SAQA foreign qualification verification letter, if the Applicant holds a qualification obtained outside of South Africa.

Corporate Membership

- 24. In order to hold a corporate membership, the organisation must have/pay for a minimum of five (5) individual Members linked to their account, unless otherwise agreed by the IoDSA.
- 25. Individuals linked to such a corporate membership must meet the individual Member eligibility criteria for membership and will hold membership in their individual capacity. As such, Members linked to a corporate membership will be required to abide by all individual membership requirements and processes.
- 26. Individuals who already have an active IoDSA membership and who are linked to another corporate account cannot simply be added to another corporate account. The organisation will need to speak to the individual Member and confirm

- under which corporate account they wish to be listed. Only once the individual Member has been removed from the other corporate account can they be added to the new corporate account. Individual Members are responsible for managing this process in their private capacities between the two organisations. The IoDSA will not get involved in negotiations or other correspondence between organisations.
- 27. Should any of the proposed individuals not meet the member eligibility criteria, the organisation can select other individual(s) and/or where possible, the IoDSA will reduce the number of seats taken at the time of application. However, should the organisation change individuals and/or cannot fill their seats during the year, the number of seats cannot be changed until renewal, as such seats will remain vacant until filled.
- 28. Should a Member be removed from a corporate account and elects to continue with membership and pay the annual membership subscription fees personally, such member will be required to provide the IoDSA with up to date and accurate information to determine continued eligibility, failing which the Member's membership may be suspended, pending the submission of the relevant and necessary documents for a period of 30 calendar days, after which membership will be terminated.

Membership Fees

- 29. Membership fees are set annually. It is within the IoDSA's discretion to offer pro-rata rates and/or other specials from time to time. Depending on the time of the year, Applicants may be required to pay the full annual membership fee for the ensuing year to avoid unnecessary invoicing and a break in member benefits.
- 30. Membership fees are required to be paid upon submission of the membership application. The IoDSA shall only process applications (and award membership) once payment of the applicable membership fee is received.
- 31. Membership fees can be paid immediately via card, Snapscan or EFT transfer. Where the EFT option is selected, invoices will be valid for 30 calendar days, after which the invoice will be credit-noted and the application for membership cancelled.
- 32. It is the responsibility of Applicants/Members to ensure the correct invoice references are used for allocation of payment and to send the IoDSA membership team proof of payment. The IoDSA shall not be held responsible for delays in membership activations as a result of incorrect payment references.

- 33. Membership fees are encouraged to be paid online via card to ensure swift and immediate account allocation.
- Individual membership fees include a R500.00 (excl. VAT) non-refundable application/administration fee, as determined from time to time by the IoDSA.

Application Process

- 35. Applications are reviewed within 10 Business Days from receipt of both the completed application and payment of the required membership fee.
- 36. The IoDSA conducts a high-level media and reputation scan on all Applicants. Any Applicants found to pose a reputational risk and/or mentioned in the media will be asked for further information, and their membership application may be denied or put on hold until a specific matter is concluded, at the sole discretion of the IoDSA.
- 37. The IoDSA reserves the right to ask for any additional supporting documents and/or clarity on the information and documents submitted to ensure, to the satisfaction of the IoDSA, that the Applicant meets membership eligibility.
- 38. The IoDSA shall determine which member category an Applicant shall be assigned to, based on the information provided in the member application form and the required eligibility criteria.

MEMBER PROFILE AND INFORMATION

- Applicants and/or Members are required to have an online member profile in order to submit applications, forms and access member services and benefits.
- 40. At the time of new applications, Applicants will be prompted to create an online profile (should one not already exist).
- 41. Where online member profiles are created by the IoDSA administrative team for manual or corporate member applications, the IoDSA will provide the individual members with their username and a password reset link.
- 42. Members should at all times avoid creating or having duplicate profiles/accounts.
- 43. Members are responsible for keeping their profile and contact information accurate and up to date.
- 44. It is the responsibility of Members to ensure that their passwords are kept secure from third parties. Manual assistance with password resets is available upon telephonic and/or written request after successful member verification.

45. By providing the IoDSA with personal and professional information, the Member gives consent to the IoDSA to process this information in order to provide IoDSA member benefits and services. Please refer to Clauses 58 to 62.

MEMBER ELIGIBILITY

- 46. In addition to the circumstances provided in the Member Regulations, the IoDSA reserves the right to request a member to complete the eligibility questionnaire to confirm his/her membership eligibility at any time.
- 47. Members are required to inform the IoDSA should any circumstances occur, that may change or impact the members' continued compliance with the general and specific member eligibility criteria.
- 48. In the event that either a Member/Applicant is found not to meet the eligibility criteria, the individual's membership or application may be placed on hold, suspended or terminated following the necessary processes.

MEMBERSHIP RENEWAL

49. Membership is renewable annually. Members will receive an invoice for the annual membership subscription fee at the end of the year, which must be paid within 30 calendar days of receipt.

MEMBERSHIP RESIGNATION

- 50. A Member may cancel their IoDSA membership at any time.
- 51. If a member holds a Certified Director or Chartered Director (SA) designation at the time of resignation, the designation will be revoked upon membership termination. Members must remove references to the designation, including any post-nominals used, from all documents and digital platforms.

MEMBERSHIP REINSTATEMENT

52. Past members applying for reinstatement of their membership will be liable for the annual membership fee as well as a non-refundable reinstatement fee of R1 300.00 (excl. VAT) for individuals and R4 400.00 (excl. VAT) for corporates.

MEMBER BENEFITS

53. It is the responsibility of the Member to ensure his/her contact details, professional and personal information provided in his/her user profile account is accurate and kept up to date in order to receive the most appropriate member benefits.

- 54. In order for a Member to be included in any NED Vacancy or CV searches, the Member must have updated their resumé linked to his/her user profile account. The effectiveness of this service depends on the accurate completion of the necessary fields in the Member CV summary and profile.
- a. The Member must be a "Member in good standing" at the time in order to be considered for a CV search.
- b. By uploading their resumé on the member portal, the Member tacitly agrees to the use of his/her personal information for the purposes of conducting this service. Members who do not wish to have their Member CV and resumé accessible and considered for this service must elect not to upload their CV and/or update their resumé or must remove their CV from their profile.
- c. The IoDSA does not take any responsibility for the accuracy or validity of information provided by either Member or advertising organisation, nor will it conduct any form of screening of organisations.
- 55. IoDSA will only provide CVs to the organisation upon receiving express consent from the identified Members.
- 56. Member benefits are accessible only to fully paid-up subscription paying Members and are subject to specific parameters and terms as stated either by the IoDSA or the third-party service provider.
- 57. Member benefits are exclusive to the IoDSA Members and may not be shared, transferred or utilised by any other person or entity. This includes sharing of Member-only content as well as login details to access IoDSA Member benefits.
- Member benefits are provided subject to the IoDSA's sole discretion and may be changed or cancelled at any time.
- b. Any changes to Member benefits will be updated on the IoDSA Member benefits webpage timeously.
- Certain Member benefits require the IoDSA to share certain Member information with the third-party service provider.
- d. The specific terms of use for a Member benefit service provider shall be provided to the Member on the applicable Member benefit webpage and during the application/registration process required by the relevant third-party service provider.
- e. By electing to use such Member benefit offerings or services, the Member agrees and undertakes to abide by the Member benefits service provider's terms and conditions.

- f. The IoDSA provides no warranty as to the offering or services provided by the third-party service provider.
- g. The election to use any Member benefit offered is at the sole discretion of the Member, and the IoDSA takes no responsibility or liability for any risk, loss or damage incurred by the Member in relation to the use of such Member benefit offering or services.

PRIVACY AND CONFIDENTIALITY

- 58. The IoDSA shall ensure the confidentiality of information provided to it and agrees to hold it in strict confidence.
- 59. The IoDSA is committed to protecting the privacy of its Members and handling personal information in accordance with the Protection of Personal Information Act (POPIA).
- 60. By providing personal and professional information to the IoDSA, Members consent to the processing and sharing of such information for the purpose of delivering membership services and benefits.
- 61. Certain Member benefits may require the IoDSA to share Member information with third-party service providers.
- 62. For further details on how personal information is collected, used, and protected, Members should refer to the <u>IoDSA Privacy Policy</u> and <u>PAIA Manual</u> available on the IoDSA website

COMPLAINTS

- 63. If you are unhappy or dissatisfied with any of the Services performed by the IoDSA, you have 5 (five) Business Days after receipt of such Services to notify the IoDSA in writing of such grievance either via the IoDSA online complaints link or directly to the applicable Manager, Senior Manager or Executive of the relevant service department.
- 64. If an individual or a Member has a complaint against another IoDSA Member, they must follow the process as outlined in the IoDSA Disciplinary Regulations and submit complaints using this Misconduct Alert Form.