



Terms & Conditions of use of this website and the Clientèle App

1. Definitions and purpose of Terms and Conditions for this website

1. In these Terms and Conditions the following words and expressions shall have the following meaning:

1.1. "**Clientèle**", "**we**", "**us**" and "**our**" refers to Clientèle Limited, registration number 2007/023806/06, and shall include its subsidiaries: Clientèle Life Assurance Company Limited and Clientèle General Insurance Limited ;

1.2. "**you**", "**your**" or "**yourself**" refers to the person using the website;

1.3. "**website**" means the collection of web pages located at www.clientele.co.za (including: www.clientelelife.co.za; www.clientelelegal.co.za; www.clientelelifeinvestments.co.za);

1.4. "**ECTA**" means the Electronic Communications and Transactions Act 25 of 2002 and all Regulations published thereunder; and

1.5. "**electronic communication**" shall have the meaning assigned thereto in the ECTA.

1.2. Please read these Terms and Conditions carefully as they govern the use of our website and any information which you may obtain from our website.

1.3. By using our website you are agreeing to accept these Terms and Conditions. If there are any Terms and Conditions which you do not wish to accept you should immediately exit this website and refrain from making use thereof.

1.4. We may, in our sole discretion, choose to update and/or amend these Terms and Conditions from time to time in which case the updated Terms and Conditions will apply to our website and your use thereof. Please make sure that you visit this page of the website regularly to familiarise yourself with any updated and/or amended Terms and Conditions.

2. Website Content

2.1. Information contained on this website is intended to serve as general information on the chosen subject(s) only and not as an exhaustive treatment of those subjects.

2.2. Unless expressly indicated to the contrary, calculations and/or prices displayed on this website are approximations only and are intended as guidelines.

2.3. Subscribing to any service or buying any product through this website is, in addition to these Terms and Conditions, subject to such relevant service's and/or product's specific terms and conditions as well as applicable legislation.

2.4. Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that Clientèle provides a link to a third party website does not mean that we endorse, authorise or sponsor that website nor that Clientèle is affiliated to such website's owners or sponsors.



2.5. The information provided on this website is not, nor must you regard it as, financial, legal, health, tax or investment advice. Before making any decision or taking any action based on any information displayed on this website it is recommended that you first seek appropriate professional advice.

3. Use of Website

3.1. Unless expressly indicated to the contrary, all information, products and/or services displayed on, or accessed through, this website is for your personal and non-commercial use only.

3.2. You may not use our website or any of the products or services that we offer:

3.2.1. for harmful purposes (such as causing annoyance, inconvenience, harassment or anxiety to others);

3.2.2. for unlawful or illegal purposes (such as exploitation or purposes that may create a privacy or security risk to any person);

3.2.3. to disclose, share or publish any material that may be offensive, defamatory, may violate or infringe the rights of others, is false, misleading, obscene, indecent, pornographic, discriminatory, oppressive, racist, sexist, bigoted, abusive and/or threatening, constitutes hate speech or contains foul, threatening or offensive language, promotes any harm or illegal activities or which may have the effect of causing embarrassment or injury to us;

3.2.4. for the purpose of impersonating any person;

3.2.5. to collect or obtain any personal information about other users; or

3.2.6. to create, store or send any unsolicited communications to any person.

4. Electronic Communication

4.1. By using our website you agree to receive communications from us electronically and accept all risks associated therewith.

4.2. If you send any information to us electronically you agree that we can act on, and rely on, such information. The onus rests on you to ensure that we do receive all electronic information that you send to us.

4.3. If we need to send you any agreements, notices or other communications you agree that we may send same electronically and you furthermore agree that such agreements, notices or other communications will constitute communications in writing.

4.4. By using our website and submitting information to us electronically you agree to us having the right to store such information.

4.5. Although we take great care to protect information received from you electronically we cannot guarantee the safety and privacy of such information and you are accordingly advised that all information sent to us electronically is done so entirely at your own risk.

4.6. Electronic communication sent to us shall only be regarded as received if and when we acknowledge receipt of same in writing. If any electronic communication sent to us is blocked,



filtered and/or destroyed by our content filtering and virus checking systems we shall not be regarded as having received such electronic communication.

4.7. By using this website you agree that we may intercept, block, filter, read, delete, disclose and use all communications that you send to us electronically, subject to the provisions of the Interception of Communications Act, 70 of 2002.

5. Offer to do business

5.1. Unless expressly indicated to the contrary, nothing on this website shall constitute an offer for the sale or provision of any service or product.

5.2. If you choose to use the information displayed on this website to subscribe for or purchase any service or product from Clientèle your request to do so shall be regarded as an offer to do business with us which offer in turn may, in our sole discretion, be accepted or rejected. No acceptance of an offer from you to purchase a product or subscribe for a service will be valid and binding on us unless confirmed, in writing, by a duly authorised representative of Clientèle.

6. Full Disclosure

6.1. You warrant that all the information you provide to us *via* this website is true, accurate, current and correct and you undertake to update such information as and when required.

6.2. You acknowledge that any untrue, inaccurate and/or misleading information supplied to us *via* this website may lead to the cancellation or suspension of the relevant service(s) and/or product(s).

7. Privacy Policy

7.1 Your privacy is important to Clientèle and all personal information that you submit to us *via* this website will be treated in accordance with our privacy policy ([Click here](#) to view).

7.2 Clientèle and its third party service providers use cookies, web beacons and similar tracking technologies on our web sites to track the actions you take on the site including, as a result of linking through to the site from an advert, to remarket to you based on those actions. We collect certain aggregate and non-personal information through a variety of technologies when you visit this web site. It tells us such things as how many users visited our site and the pages accessed. By collecting this information, we learn how to best tailor our web site to our visitors.

8. No Warranties

8.1. Whilst we take great care to ensure that the information published on this website is correct, complete, accurate and up-to-date we do not provide any warranties in respect of such information and we are not responsible for any inaccuracies or errors contained in such information.



8.2. This website and all information, content, tools and materials contained thereon, or linked thereto, is provided on an "as is" and "as available" basis.

8.3. We do not guarantee that this website, the information, content, tools or materials included on the website, our servers or any electronic communication sent by us is free from viruses or other damaging components.

8.4. We will not be liable for any damages of whatsoever nature arising from your use of this website or from any information, content, tools or materials included on, or otherwise made available, through this website including direct, incidental, punitive and/or consequential damages.

9. Intellectual Property Rights

9.1. All content made available on this website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to Clientèle and is protected by South-African copyright laws.

9.2. Except if expressly permitted in terms of these Terms and Conditions or another written agreement with Clientèle, no portion of this website may be copied or transmitted *via* any means whatsoever.

9.3. Any unauthorised use, alteration or dissemination of the information or content on this website is prohibited.

9.4. Nothing on this website should be regarded as granting any license or right to use any Clientèle trademark without our prior written permission.

9.5. Clientèle does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off this website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

10. No Liability

10.1. By using our website, you agree to indemnify us, our shareholders, employees, suppliers, group companies, contractors, consultants, network operators, partners, affiliates and agents in respect of any claims, costs (including legal costs), expenses, loss, liabilities, damages (whether direct or indirect damages), demands, actions or other legal proceedings arising from or as a result of:

10.1.1. accessing our website or any third party website;

10.1.2. your inability to access our website or any third party website;

10.1.3. any decisions that you make based on the information published on our website;

10.1.4. your use of our website or any tools contained on our website or your reliance on any information on the website;

10.1.5. the submission by you of any personal information on the website or the sending of any personal information by you to us or by us to you;



- 10.1.6. any steps that we take on your behalf, where you asked or instructed us to do so;
- 10.1.7. any errors or inaccuracies contained in any information that you have provided to us, or contained in any information published on our website;
- 10.1.8. the use by any third party of our website, using your website access details (username and password);
- 10.1.9. the breach of any intellectual property rights arising from your use of our website;
- 10.1.10. any interruption, delayed or failed transmission experienced in using our website;
- 10.1.11. any viruses that may corrupt your computer or system as a result of your use of our website; or
- 10.1.12. your failure to abide by these Terms and Conditions.

11. Electronic Scams

- 11.1. If you receive an unsolicited email that appears to be from Clientèle and that requests you to provide personal information (e.g. your credit card number, banking details etc.) or that asks you to verify or confirm your personal information by clicking on a link, it is most likely that such email was sent by an unauthorised third party trying to scam you.
- 11.2. Clientèle will never ask for this type of information in an unsolicited email and we strongly recommend that you **do not** respond to these emails nor click on any such links.

12. Jurisdiction and Applicable Law

By accessing and using this website you agree that the laws of the Republic of South Africa will govern these Terms and Conditions and you consent to the exclusive jurisdiction of the North- Gauteng High Court in respect of any dispute which may arise from these Terms and Conditions or your use of the website.

13. Clientèle App T&Cs

These Terms and Conditions shall apply to you if you use the Clientèle App.

In these Terms and Conditions the following words and expressions shall have the following meaning:

- 13.1. **“App”** means the Clientèle application that can be downloaded to a mobile device for your usage;
- 13.2. **“Clientèle”, “we”, “us”** and **“our”** refers to Clientèle Limited, registration number 2007/023806/06, and shall include its subsidiaries: Clientèle Life Assurance Company Limited and Clientèle General Insurance Limited;
- 13.3. **“ECTA”** means the Electronic Communications and Transactions Act 25 of 2002 and all Regulations published thereunder;
- 13.4. **“Non-policyholder”** is someone who does not have an active policy with us but who is 18 (eighteen) years or older and qualifies to use our services;
- 13.5. **“Policyholder”** is someone who has an active short-term or long-term policy with us. This includes any members of your family, dependents or nominees who are covered under a policy with us;
- 13.6. **“Terms and Conditions”** means the terms and conditions contained in this document and



includes those contained in the below Privacy Policy and Disclaimer; and
13.7. "you", "your" or "yourself" refers to a policyholder and/or non-policyholder.

Please read these Terms and Conditions carefully as they govern your use of the Clientèle App and any service accessed through the App.

If you are uncertain and/or do not agree with the Terms and Conditions then you should not accept them. Please note that we will only be able to provide you with the services on the App in the event that you have accepted these Terms and Conditions by clicking on the "REGISTER", "CONFIRM" and/or "ACCEPT" button when downloading the App and by making use of any services through the App.

Moreover, by clicking on the "REGISTER", "CONFIRM" and/or "ACCEPT" button you consent that we may contact you, or send you promotional material or details, about any of our products or services which we think may be of interest to you.

We reserve the right, in our sole discretion, to amend these Terms and Conditions from time to time. You agree to review these Terms and Conditions whenever you access our App in order to familiarise yourself with the most recent and up to date version thereof. The amended version of these Terms and Conditions will supersede and replace all previous versions thereof.

14. Clientèle App Downloads

As soon as you have downloaded the Clientèle App, finalised your registration and made use of any service on the App you will be become bound to these Terms and Conditions.

The Clientèle App may be installed and used on multiple mobile devices for the sole purpose of accessing the available services.

It remains your sole responsibility to ensure that your mobile device is capable of downloading the Clientèle App. Although the Clientèle App may be downloaded free of charge, you remain solely responsible for paying data-related charges and costs levied by your third party network service provider when downloading or making use of the App.

In order to ensure the optimal functioning of the Clientèle App we recommend that you make use of a mobile device with Android version 5 and up or iOS version 8 and up. Older versions may experience difficulties or have limited App usage available. You must also check for software updates regularly as these may contain certain important updates for the functioning of the Clientèle App.

It shall be your sole responsibility to delete or remove the Clientèle App from your mobile device if you transfer or sell such device to a third person and we will not be held liable for any loss or damages incurred should you fail to do so.

15. Use of Services via the Clientèle App

Clientèle reserves the right to, within its reasonable discretion, terminate and/or limit your access



to the Clientèle App at any time.

All services, except for “Clientèle Rewards”, listed on the Clientèle App are available for use by policyholders. Non-policyholders will only be allowed to use the “PRODUCT SUMMARY”,

“REQUEST A QUOTE” and/or “PLEASE CONTACT ME” services.

The “Clientèle Rewards” service will only be available for use by policyholders whom have paid their relevant Clientèle Rewards membership fee.

We hereby confirm that the Clientèle App makes use of third party service providers (i.e. Google Play Store & OneSignal) for operating purposes. On account of the aforementioned, you undertake to familiarise yourself with the electronic “terms of use” of these said third party service providers and agree to adhere thereto at all times and to the fullest extent that same applies to you via your use of the Clientèle App.

Unless expressly indicated to the contrary, calculations and/or prices displayed on the Clientèle App are approximations only and are intended as guidelines.

Subscribing to any service or buying any product via the Clientèle App is, in addition to these Terms and Conditions, subject to such relevant service’s and/or products specific terms and conditions as well as applicable legislation.

Links on the Clientèle App to third party websites are provided for convenience only and may be discontinued at any time. The fact that Clientèle provides a link to a third party website via the App does not mean that we endorse, authorise or sponsor such a website nor does it indicate that Clientèle is affiliated to such website’s owners or sponsors.

16. Clientèle App Intellectual Property

All content made available on the Clientèle App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to Clientèle and is protected by South African copyright laws.

Except if expressly permitted in these Terms and Conditions or another written agreement with Clientèle, no portion of the Clientèle App may be copied or transmitted via any means whatsoever.

Any unauthorized use, alteration or dissemination of the information or content on the Clientèle App is prohibited. Nothing on the Clientèle App should be regarded as granting any license or right to use any Clientèle trademark without our prior written permission.

Clientèle does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the Clientèle App. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.



Unless expressly indicated to the contrary, all information, products and/or services displayed on, or accessed through the App is for your personal and non-commercial use only.

17. Clientèle App Privacy Policy

By using the Clientèle App you acknowledge and agree to the Privacy Policy of the App which is set out below.

The Privacy Policy relates to our collection and use of the personal information you supply to us through your use of the services on the App. This policy accordingly governs the manner in which your personal information will be dealt with by Clientèle.

Personal information for the purposes of this document means all information specific to you which is provided to us through your use of our App (i.e. information that identifies you). This includes, but is not limited to, the following personal information:

- Your name and surname;
- RSA identity number or date of birth;
- Contact numbers;
- Gender;
- E-mail address.

By using our App you consent to us providing you (via any electronic or telephonic means) with promotional material or details regarding any of our products or services which we think may be of interest to you.

Please note that you will not be allowed to use the App or any related services unless you consent to us using your personal information for marketing purposes in the future.

Your privacy is important to us. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties, for their independent use, without your consent.

If at any stage, after you have given us your consent, you no longer wish that we use your personal information, you may at any stage withdraw your consent by notifying us either telephonically or by email and indicating that you wish to withdraw your relevant consent.

We have the highest regard for the privacy of your personal information obtained through the use of our app and therefore confirm that we will only use your personal information subject to these Terms and Conditions, for the purpose for which it was collected, to positively identify a user when the App is accessed as well as to quote you.

We value the information you choose to provide to us and which we collect from you and will take all reasonable steps to protect your personal information from loss, misuse or unauthorised



alteration. The information we maintain concerning you is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

In this regard, however, we cannot guarantee the security of any personal information that you disclose through our App. You therefore accept the inherent risk of providing personal information when using our App and will not hold us, our directors, employees or agents responsible for any breach of security.

The following are instances when we will be entitled to disclose personal information obtained from you:

- When any regulatory authority for the various financial sectors requests same;
- To comply with any regulation passed under relevant legislation or any legal process;
- To enforce and protect our rights and property (including intellectual property);
- When you have expressly authorised us to do so.

Please ensure that you have read and understood the provisions of this Privacy Policy before you provide us with your personal information.

18. Clientèle App Disclaimer

By using the Clientèle App you acknowledge and agree to the following Disclaimer:

Use of the App and any related products or services shall be governed by, and construed in all respects, in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts.

Use of the Clientèle App or the information, products and services available on this App is at your own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the ECTA, we accept no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the use and/or reliance upon the information on the Clientèle App or any actions or transactions resulting there from even if we have been advised of the possibility of such loss, expense, claim or damages.

We are not responsible for any error or delay that may arise as a result of you being unable to access the App or related services due to error on your mobile device, software or third party service provider.

Whilst we will at all times use our best efforts to ensure that our App operates in the manner that it was designed, we cannot warrant that the related services are compatible, or will operate, with your mobile device or any software/hardware that you have on your mobile device.

We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of our App or as to the accuracy, completeness or reliability of any



information obtained from this App.

We also make no warranty or representation, whether express or implied, that the products, information or files available on this App are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.

We accept no responsibility for any errors or omissions on our App.

We may, in our sole discretion, at any time, suspend or terminate the operation of the App or any of the products or services provided in terms of this App, without prior notice. We may also at any time discontinue or disable certain parts of the services available through this App for the purposes of maintenance or upgrades or other causes beyond our control. In the event that these service channels are unavailable as stated, we request that you call our contact centre in order to make necessary changes or make queries on your policy.

Any competitions or events operated by Clientèle Limited including any of its subsidiaries and/or its associated entities, are independent and have not been authorized, sponsored, or otherwise approved by Apple Inc.

Third parties are remunerated for their services to the brand.

This App and its contents do not constitute financial advice.

By making use of the Clientèle Mobile service and / or purchasing a Clientèle Mobile SIM Card, you accept that you are bound by the Terms and Conditions between Clientèle Mobile (Pty) Limited and yourself (as amended from time to time) which can be found on www.clientele.co.za.

By accepting the Clientèle App Terms and Conditions and by downloading the Clientèle App, you agree to receive Push Notifications to your mobile device (even if you aren't logged into the Clientèle App) that provide you with Clientèle related information, Clientèle product information / updates, promotional communication or any other related messages.

If you no longer wish to receive Push Notifications you can (i) change the "notification setting" within your device for the Clientèle App, or (ii) uninstall the Clientèle App from your mobile device.

General Competition Rules

- Clientèle Limited including any of its subsidiaries and/or its associated entities ("Clientèle") may run competitions from time to time.
- Please note that competitions are sponsored only by the listed Promoter/s and no other third party.
- In addition to these terms and conditions, specific competition terms and conditions will also apply.
- All competitions will be governed by laws of the Republic of South Africa. Clientèle reserves the right to, upon notice, cancel or alter any aspect of any competitions at any time at its sole discretion without liability.
All our rights remain reserved.



19. Clientèle Group Email Disclaimer

The Clientèle Group consists of, amongst others, Clientèle Limited (the JSE listed holding company), Clientèle Life Assurance Company Limited ("Clientèle Life"), Independent Field Advertiser ("IFA") a division of Clientèle Life and Clientèle General Insurance Limited ("Clientèle General").

Both Clientèle Life (Reg No: 1973/016606/06) (FSP No: 15268) and Clientèle General (Reg No: 2007/023821/06) (FSP No: 34655) are authorised Financial Services Providers and registered insurers.

All Clientèle Group emails are subject to the following disclaimer:

This email and any attachments hereto are confidential and intended solely for the sight and use of the individual or entity to whom it is addressed.

If you have received this email in error please notify the sender hereof immediately and refrain from disseminating, distributing or copying this email or any attachments hereto. You may not print, store, forward or copy this email or any part thereof nor disclose, or allow to disclose, any information contained in this email to any unauthorised third party. The information contained in, or attached to, this email is confidential and may be subject to legal privilege and client confidentiality. The views and opinions expressed in this email are solely those of the sender and do not necessarily represent those of the Clientèle Group. The Clientèle Group waives all liability for any errors or omissions in the content of this email which may arise as a result of email transmission.

The Clientèle Group renounces all liability for any harm or loss which may result from malicious software code or viruses contained in this email or any attachments hereto. No Clientèle Group employee or representative is permitted to send unsolicited emails ("spam") and the Clientèle Group accordingly waives all liability which may arise from spam emails. The Clientèle Group furthermore waives all liability which may arise from the content of this email, or from the consequences of any actions taken on the basis of information contained in or attached to this email, unless such content and/or information is subsequently endorsed in writing by a duly authorised representative of the Clientèle Group. Should this email contain any offensive, derogatory or defamatory statements or materials it implies that same has been sent outside of the sender's scope of employment or authority with the Clientèle Group and the sender accepts personal liability for any damages which may arise therefrom.

Unless otherwise agreed in writing, the Clientèle Group shall only be deemed to have received an email once we have formally confirmed receipt thereof and we shall only be deemed to have sent



an email once same reflects as "sent" in our email server.

This disclaimer applies to all original emails, any attachments thereto as well as all subsequent emails or attachments which may be transmitted.

Clientèle Limited: Clientèle Office Park, Cnr of Alon & Rivonia Roads, Morningside,
South Africa, www.clientele.co.za.

Clientèle Limited

Registration No. 2007/023806/06, PO Box 1316, Rivonia, 2128, South Africa

Clientèle Office Park, Cnr. Rivonia and Alon Roads, Morningside

Tel: 011 320 3000, Fax: 011 320 3133, email: services@clientele.co.za, www.clientele.co.za

Directors: GQ Routledge (chairman), BW Reekie* (managing), ADT Enthoven, B Frodsham*, PR Gwangwa, IB Hume*, BY Mkhondo, D Molefe, BA Stott, RD Williams (*executive), W van Zyl (company secretary)

Clientèle Life Assurance Company Limited

Registration No. 1973/016606/06, PO Box 1316, Rivonia, 2128, South Africa

Clientèle Office Park, Cnr. Rivonia and Alon Roads, Morningside

Tel: 011 320 3000, Fax: 011 320 3133, email: services@clientele.co.za, www.clientele.co.za

Directors: GQ Routledge (chairman), BW Reekie* (managing), ADT Enthoven, PR Gwangwa, IB Hume*, H Louw*, B Y Mkhondo, D Molefe, BA Stott, RDT Tabane*, RD Williams (* executive), W van Zyl (company secretary)

Clientèle Life is an authorised Financial Services Provider FSP No. 15268

Clientèle General Insurance Limited

Registration No. 2007/023821/06, PO Box 1316, Rivonia, 2128, South Africa

Clientèle Office Park, Cnr. Rivonia and Alon Roads, Morningside

Tel: 011 320 3000, Fax: 011 320 3361, email: legalservices@clientele.co.za www.clientele.co.za

Directors: GQ Routledge (chairman), IB Hume*, BY Mkhondo, BW Reekie*, BA Stott, RD Williams (* executive), W van Zyl (company secretary)

Clientèle General Insurance Limited is an authorised Financial Services Provider FSP No. 34655