



COMPANY WHATSAPP BUSINESS ACCOUNTS

TERMS AND CONDITIONS OF USE:

Use of this document constitutes Your agreement to the following:

- (i) All content in this document is the property of the Company.
- (ii) The Company refers to entities affiliated with, subsidiary to or directly associated with and managed through or by the Company.
- (iii) The content, therefore, belongs to the Company and is protected by South African and international copyright laws. All rights in this regard are reserved.
- (iv) Use of this document is conditional on acceptance by the user of these terms and conditions and the information contained herein.

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1. DEFINITIONS:

Term	Definition
Applicable Law	Any applicable law, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body or agency), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation such as the POPIA and RICA;
Apex	Apex Visibility Solutions (Pty) Ltd, Registration number 2019/271789/07, a private company registered in South Africa;
Clients	All prospective or current clients, members and policyholders named on a Policy Schedule accepted by the Assurer and whose premiums are up to date;
Company	Refers to any entities affiliated with, subsidiary to or directly associated with and managed through or by the Company.
Data subject	The Company's clients, potential clients or any third party in respect of whom the Company processes personal information/personal data.
Intellectual Property	All copyrights, patents, trademarks, know how, trade secrets, designs, source code, models, trade patterns, trade names, images and any other type of intellectual property and any rights to them (including applications for and rights to obtain or use same) which are used and/or held, whether or not currently used, and any other rights to intellectual property held, owned or used by or in connection with a party from time to time;
Digital Communications Channel	Refers to the chat service provided through use of any Company WhatsApp business accounts managed by Apex;
Personal Information	Any Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.
POPIA	Means the Protection of Personal Information Act No 4 of 2013 and any regulations passed thereunder, as may be amended from time to time;
RICA	Means the Regulation of Interception of Communications and Provision of Communication-Related Information Act;
Third party	Any employee, independent contractor, agent, consultant, broker, underwriting management agency (UMA), sub-contractor, regulator/s, user of the Digital Communications Channel, or other representative of the Company.

2. PURPOSE AND APPLICATION

The purpose of this policy is to inform data subjects/ clients on how the Company processes their personal information/personal data, and to establish a standard by which the Company and its employees and representatives will comply in as far as the processing of personal information/personal data is concerned. The Company will strive to observe and comply with its obligations under POPIA (as may be applicable and to the extent necessary) when it processes personal information/personal data from or in respect of any data subject.

These Terms of Use ("the Terms of Use") govern Your ("the User" / "You") use of the Digital Communications Channel. By accessing or using the Service, You, the User agrees to be bound by these Terms, and the User's access to and use of the Service is conditioned on their acceptance of and compliance with these Terms. Should the User disagree with any part contained in these Terms the User may not access the Service, download, and/or otherwise copy or distribute any Content obtained from the Digital Communications Channel. The Terms of Use become effective when You access the service for the first time and constitute a binding agreement between The Company and the User, which will always prevail. The current version of the Terms of Use will govern our respective rights and obligations each time You access this site.

3. TERMS OF USE:

- 3.1.** All Company WhatsApp Business accounts fall under the management of Apex which is a mobile technology solution specialist. The Company utilises the Digital Communications Channel through the service provider Apex which allows clients to engage with agents from the customer care/ claims/ complaints/ pre-authorisation and other departments in real time.
- 3.2.** While using the Digital Communications Channel, You are hereby agreeing to the Terms and Conditions set out herein. If You do not agree to these Terms and Conditions, You should immediately terminate Your use of this service.
- 3.3.** Subject to the provisions set out in the POPIA, the Company's Privacy Statement, as prescribed in RICA or other Applicable Laws, through the use of this service You explicitly provide Your consent for the Company to perform any of the following activities:
 - 3.3.1.** Monitor any communications/ transmissions sent or received by You when using this service to protect their rights, ensure that systems are run efficiently or to comply with any requests from competent authorities/ courts.
 - 3.3.2.** The monitoring of communications may include but is not limited to:
 - 3.3.2.1.** The Interception, locking, filtering, reading, deleting, disclosing, and usage of communications sent or posted via the Company and Apex's systems.
 - 3.3.2.2.** The collection of data relating to Your use of the digital communications channel for the purpose of analysis, reporting service quality assessment and research.
 - 3.3.2.3.** The sharing of Your personal information for purposes of providing You with the service.
 - 3.3.2.4.** Through Your continued use of this service, You acknowledge that neither the Company nor Apex will be liable to You or any third party for any losses, liabilities, damages, claims and/or any related costs and expenses suffered by You as a result of the Company and/or Apex performing any activity referred to in section 3.

3.3.2.5. Furthermore, You hereby explicitly consent to the collection and use of data pursuant to this section by Company and/or Apex and/or their affiliates.

3.4. To make use of the Digital Communications Channel, You will be required to save the relevant WhatsApp number as a contact on Your mobile phone or on WhatsApp Web.

4. INTELLECTUAL PROPERTY AND COPYRIGHT

4.1. You accept and agree that the Company (or a third party such as Apex or WhatsApp Messenger) is the owner of the copyright and all other intellectual property rights (including all registered and unregistered trademarks) for the Digital Communications Channel as well as all content on or sent through the Digital Communications Channel.

4.2. The logos and trademarks on the Digital Communications Channel belong to us or the relevant third parties and nothing in these Terms or in the Digital Communications Channel gives any person the right to use any trademark or intellectual property without our prior written permission.

4.3. The use of the Digital Communications Channel is licensed only to You and You will not grant any rights of use or any other rights in respect of the Digital Communications Channel or any intellectual property rights therein to any other person. In addition, the content provided to You by means of the Digital Communications Channel is the exclusive property of Company and is protected by South African copyright laws.

4.4. You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the Digital Communications Channel, its content, including any intellectual property rights in the Digital Communications Channel, its design, any updates and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all content belonging to third parties that is found on the Digital Communications Channel and/or any content featured on the websites which are accessed via links that are found on the Digital Communications Channel. You may not sub-license such third party content, including intellectual property rights associated with such third-party content.

4.5. You agree to respect the Intellectual Property rights of the Company, Apex and WhatsApp Messenger. The Company shall retain the right to pursue legal action against any person that infringes any of our intellectual property rights.

5. DISCLAIMER

Through continued use of the Digital Communications Channel, You agree and confirm that:

- 5.1.** The Digital Communications Channel and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind.
- 5.2.** This Service is to be used for lawful purposes only and you agree to comply with these Terms and Conditions and all applicable laws and regulations while using the Service.
- 5.3.** You will provide authentic and true information in all instances where such information is requested of You. We reserve the right to confirm and validate the information and other details provided by You at any point in time. If upon confirmation Your details are found not to be true (wholly or partly), We have the right in Our sole discretion to prevent You from using the Digital Communications Channel and/or other affiliated websites without prior intimation whatsoever.
- 5.4.** You agree that You are accessing this Service at Your sole risk and that You are using Your best and prudent judgment before entering into any dealings through this Service.
- 5.5.** You agree to not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, profane or indecent information or description/ image/ text /graphic of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, national, or international law.
- 5.6.** You agree to not post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- 5.7.** You accept that the Company does not guarantee that the Digital Communications Channel or any messages, information, content, tools, or materials sent to You by means of the Digital Communications Channel are free from viruses or other harmful components.
- 5.8.** We are fully committed to providing You with the best possible service by means of the Digital Communications Channel. However, we are not responsible for, and shall not be liable for any loss or damage caused to You by any of the following:
 - 5.8.1.** Any technical issues that may arise in respect of the WhatsApp Banking Channel, including examples such as defects, interruptions, malfunctions, downtime, non-delivery or delayed delivery of notifications or any other technical failures.
 - 5.8.2.** Any failure or problem affecting goods or services provided by any third party, for example, a telecommunication service provider, Internet service providers, electricity suppliers or local or other authority.
 - 5.8.3.** The loss of or damage to any personal or other information of Yours as a result of any technical issues, power failures, unlawful acts (such as data theft or hacking), a harmful computer program or virus, or Your negligence; and any event that the Company has no direct control over.

- 5.9.** You acknowledge and understand that any information provided to You by means of the Digital Communications Channel should not to be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with Your financial adviser should You require any financial services or financial products.
- 5.10.** To the extent that clinical information may be provided to You by means of the Digital Communications Channel, it is based on best practice and on current recommendations and guidelines which change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment You may be receiving on the basis of information received by means of the Digital Communications Channel without first consulting Your healthcare provider. You should also seek professional advice immediately should any symptoms You may be experiencing persist.
- 5.11.** The Company will not be held responsible for any direct or indirect claim, expense, injury, loss, or damages that may arise from Your use of the Digital Communications Channel and/ or any actions or omissions on Your part that result in a breach of these terms and conditions.
- 5.12.** You agree to indemnify The Company, Apex and WhatsApp Messenger and not hold them liable against all claims, liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses) suffered or incurred by You or any of Your dependants arising out of or in connection with Your use of the Digital Communications Channel or Your reliance on information received by means of Digital Communications Channel.
- 5.13.** Furthermore, You agree to indemnify The Company, Apex and WhatsApp Messenger and not hold them liable against any damage or loss that we may suffer as a result of Your breach of these Terms, or as a result of incorrect, unauthorised and/or unlawful instructions provided to the Company by You, provided that The Company did not act fraudulently or with gross negligence.

6. PRIVACY STATEMENT

6.1. GENERAL PRINCIPLES

- 6.1.1.** While using the Digital Communications Channel, You may be asked to provide personal information. Legislation and Regulations promulgated in terms of The Protection of Personal Information Act 4 of 2013 ensures that, when giving us Your Personal Information, we are to abide by strict conditions. To this end, we have drafted this Privacy Statement, to which You consent by downloading, accessing, or using the Service.
- 6.1.2.** This Privacy Statement is complementary to, and should be read and understood with, the above terms and conditions.

- 6.1.3.** The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process Your Personal Information when You use the Digital Communications Channel.
- 6.1.4.** When You engage with us, You trust us with Personal Information about Yourself, Your dependants, Your beneficiaries, and Your employees.
- 6.1.5.** You have the right to object to the processing of Your Personal Information. It is voluntary to accept these terms and conditions. However, we require Your acceptance to enable You to use the Digital Communications Channel and to provide You with services such as activating and servicing Your policy and benefits, where applicable.
- 6.1.6.** The Company is committed to protecting Your privacy and agrees to use Your personal information only for the purpose it was collected for, and will take appropriate, reasonable technical and organisational steps to protect your Personal Information from loss, misuse or unauthorised alteration. By providing the requested personal information, You consent to the processing of Your personal information, and the personal information of Your dependants, in accordance with the Protection of Personal Information Act 4 of 2013. However, the Company does not accept any liability for any injury, loss or damage incurred by the use of or reliance on any information provided by You and You warrant that the information You provide is accurate.
- 6.1.7.** If You believe that we have used Your Personal Information contrary to this privacy statement, You must first attempt to resolve any concerns with us. If You are not satisfied after this process, You have the right to lodge a complaint with the Information Regulator, under POPIA.
- 6.1.8.** The Company may amend this privacy statement at any time, without notice, and we recommend that You familiarise Yourself with this privacy statement regularly.
- 6.1.9.** The most updated version of this privacy statement will govern the respective rights and obligations between You and the Company each time that You access and use the Digital Communications Channel.

6.2. INFORMATION WE COLLECT

- 6.2.1.** To conduct our business efficiently and to provide You with products, services, and advice that meets Your needs, it is necessary for us to collect Personal Information.
- 6.2.2.** The Personal Information collected, enables us to identify who an individual is for the purpose of our business; share Personal Information when required and permitted; contact the individual in the ordinary course of business and transact with the individual.

6.2.3. To ensure that the Personal Information we receive, and hold is accurate, we obtain the Personal Information directly from You. When providing us with Your dependant's or spouse's details, You acknowledge that You are aware that we process and store their Personal Information and that You are duly authorised to share their Personal Information.

6.2.4. Without limitation, the type of information we may collect is:

6.2.4.1. PERSONAL INFORMATION:

We may collect personal details such as Your name, location, date of birth, nationality, family details and other information defined as "Personal Information" in the Privacy Act that allows us to identify who the individual is.

6.2.4.2. CONTACT INFORMATION:

We may collect information such as Your email address, telephone and fax number, third-party usernames, residential, business, and postal address, and other information that allows us to contact the individual.

6.2.4.3. FINANCIAL INFORMATION:

We may collect financial information related to You such as any bank or credit card details used to transact with us and other information that allows us to transact with You and/or provide You with our services.

6.2.4.4. STATISTICAL INFORMATION:

We may collect information about Your online and offline preferences, habits, movements, trends, decisions, associations, memberships, finances, purchases, and other information for statistical purposes; and information You send us. We may collect any personal correspondence that You send us, or that is sent to us by others about Your activities.

6.2.4.5. OTHER INFORMATION:

We may collect other Personal Information, which we will maintain in accordance with this Privacy Policy.

We may also collect non-Personal Information about You such as information regarding Your computer, network, and browser. This may include Your IP address. Where non-personal Information is collected the POPIA shall not apply.

7. APPLICABLE LAWS

This privacy statement is governed by the laws of the Republic of South Africa, and You consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance, or application of this privacy statement.

8. UPDATING OF THESE TERMS AND CONDITIONS:

The Company reserves the right to, amend, change, modify, add to, or remove from portions or the whole of the Terms of Use from time to time. Changes to the Terms of Use will become effective upon such changes being posted to the Website. By utilising the Digital Communications Channel, You are bound to the version of the Terms of Use published here at the time of any visit to the Website. You agree to view the current version each time You access the Website. The User's continued use of this service following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by the Terms of Use, including such changes or updates. The Company reserves the right to make any changes to the any services offered through the Digital Communications Channel at any time and without notice.

