



You will find the user agreement, general terms and conditions of use and the privacy statement on this page.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE.

A. General Terms and Conditions of Use

1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. "**Competent Person**" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

1.1.2. "**Discovery App**" means any online application software that is provided by or is connected with TFGMAS and/or Discovery that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.1.3. "**Discovery Group**" means Discovery Limited registration number 1999/007789/06, including all subsidiaries of the Group. Subsidiaries in the Group are authorised financial services providers.

1.1.4. "**Pass**" means digital representation of information you would normally carry in your wallet, for example, membership cards, boarding passes, event tickets and vouchers.

1.1.5. "**personal information**" means information relating to you, your spouse, your dependants, your beneficiaries, and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses and is further including, but not limited to -

- information relating to the race, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

1.1.6. "**Site**" means collectively the Discovery and Vitality website/s and the Discovery Apps.

1.1.7. "**we**", "**us**", "**our**" and "**TFGMAS**" means TFGMAS Medical Aid Scheme, registration number 1578, registered with the Council for Medical Schemes.

1.1.8. "**website**" means the internet websites with the address www.tfgmedicalaidscheme.co.za or any website with a URL that is validly registered to TFGMAS.

1.1.9. "**you**" and "**your**" means the user of the Site.

1.1.10. "**Processing of Information**" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

1.1.11. "**Discovery**" means the Discovery Group and Discovery Health (Pty) Ltd.

2. Conditions of Access

2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree that these terms and conditions apply to your use of:

2.2.1. the website;

2.2.2. any Discovery Apps; and

2.2.3. any third party website or mobile application licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). TFGMAS cannot be held responsible for these charges.

3. Your Acceptance and Consent

3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.

3.2. When you install or download the Discovery Apps, you may be required to accept the terms and conditions or the end user license agreement (collectively, the "EULA") of a third party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA will apply to your use of the Discovery Apps.

3.3. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

4. Changes to this User Agreement

4.1. We may change the terms and conditions of this user agreement at any time. We recommend that you familiarise yourself with this user agreement regularly.

4.2. The most updated version of this user agreement will apply each time that you access and use the Site.

5. Your account

5.1. If you use the Site, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If you use more than one account, we may revoke all access.

5.2. Once you've logged onto the Site, certain information, functionalities and other features of the Site will be accessible to you the next time you access the Site, without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option.

5.3. TFGMAS may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

5.4. You agree that the following actions shall be material breaches of these terms and conditions:

5.4.1. signing in as, or pretending to be, another person;

5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.

5.4.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of the Site; or

5.4.4. gathering information about others without obtaining their prior written consent.

5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.

5.6. You may change your username and password at any time, although TFGMAS may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time and you may be required to update your credentials following such changes.

6. Full disclosure of all relevant facts and benefit entitlement

6.1. TFGMAS might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.

6.2. You guarantee that all information provided by you at any time to TFGMAS on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

6.3. You guarantee that you have fully disclosed all facts, and agree that this user agreement and any transactions related to this user agreement will be void if you do not meet this requirement.

7. Electronic communication and records

7.1. When you visit the Site or send e-mails to us, you accept that we may communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

7.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by TFGMAS. This includes, but is not limited to mobile push notifications.

7.3. If you are a registered user of the website, you may receive communications from us via e-mail. If you do not want to receive e-mails from TFGMAS, you may change the way you receive your communication on the website, or you can phone our contact centre.

7.4. TFGMAS takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

8. Copyright

8.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to TFGMAS, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Site is the exclusive property of TFGMAS and is protected by South African and international copyright laws.

8.2. Except if permitted under this or another agreement with TFGMAS no portion of the Site may be copied or transmitted via any means available now or in the future.

8.3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

8.4. You agree that if you breach the terms of this clause 8, TFGMAS will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. TFGMAS will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

8.5. Nothing on the Site should be regarded as granting any license or right to use any trademark without TFGMAS's prior written permission .

8.6. TFGMAS tries to ensure that the most sophisticated technology protects the information on the Site. However, TFGMAS cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. 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.

9. Disclaimer

9.1. The Site and all information, content, tools and materials are provided by TFGMAS on an "as is" and "and available" basis, unless we inform you in writing.

9.2. TFGMAS does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

9.3. TFGMAS does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. TFGMAS will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of TFGMAS; or

9.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

9.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

9.5.1. any of the events described in this paragraph or the paragraphs above

9.5.2. your actions or omissions that result in a breach of this user agreement;

9.5.3. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;

9.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put TFGMAS in disrepute; or

9.5.5. your reliance on any of the information, content, tools or materials that you obtain from the Site.

9.6. It is very important that you acknowledge and understand that the information included on the Site should not 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.

9.7. To the extent that clinical information may be provided on the Site, it is based on best practice and on current recommendations and guidelines. These obviously 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 reflected on this site without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.

10. The following will apply to usage of our wellness programme Vitality:

10.1. The [Vitality main rules](#) apply at all times.

10.2. We advise that you consult with your physician before you undertake to follow any health and fitness recommendations you receive via the benefits and initiatives on Vitality.

10.3. Vitality is not a licensed medical provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. Vitality is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury and/or death.

10.4. You expressly agree that we are not providing medical advice via the services. All content provided through Vitality, including all text, communication, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by us or by other users or third parties is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or (c) information contained on or in any product packaging or label. Should

you have any health related questions, please call or see your physician or other healthcare provider promptly. Should you have an emergency, call your physician immediately. You should never disregard medical advice or delay in seeking medical advice because of any content presented on a Vitality Site, and you should not use the Vitality Site or any content on the Vitality Site for diagnosing or treating a health problem. The transmission and receipt of any content, in whole or in part, or communication via the internet, e-mail or other means does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship.

10.5. You expressly agree that your nutritional and athletic activities, which generate the user content you post or seek to post on the Vitality Site (including but not limited to running, walking, cycling, hiking, triathlon) carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities even if caused in whole or part by the action, inaction or negligence of us or by the action, inaction or negligence of others. You also expressly agree that we do not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, group athletic activity or event that involves a Vitality benefit.

10.6. You expressly agree to release us (the "released parties") from any and all liability connected with your nutritional athletic activities, and promise not to sue the released parties for any claims, actions, injuries, damages, or losses associated with your nutritional and athletic activities. You also agree that in no event shall the released parties be liable to you or any third party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of Vitality, (b) your use or misuse of equipment or programs created or licensed by us while engaged in activities, (c) your dealings with third party service providers or advertisers available through Vitality, (d) any delay or inability to use benefits on Vitality experienced by you, (e) any information, software, products, services or content obtained through Vitality, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

11. The following will apply to the usage of the Pass:

11.1. You are aware that Passbook is only compatible with Apple iPhone 3GS onwards and iPod Touch 4th generation onwards running iOS6 mobile operating system or later.

11.2. You are aware that the Passbook is a third party application supplied free of charge by Apple.

11.3. You are aware that the Passes will be accessed via the Apple Passbook app.

11.4. You are aware that Passes in Passbook can be synced via iCloud to your other Passbook compliant Apple devices. It is recommended that you do not share your iCloud credentials with others and, for added security, that you do not make use of iCloud to synchronise your Passes.

11.5. Updates and/ changes to the Pass will be pushed through to your Pass, provided that the 'automatic updates' option on your device is switched on. Where the 'automatic updates' option on your device is switched off, you will need to manually update the Pass.

11.6. Any unauthorised use, alteration or dissemination of the information or content on your Pass is prohibited.

11.7. You accept that you are responsible for ensuring the necessary security for your mobile device. This can be in the form of a device auto-lock feature, pin access control etc. You agree to, without limitation, indemnify TFGMAS, its trustees (if applicable) and employees, for any claim relating to your and any third party's use of the Pass, including any claims relating to fraudulent use thereof by you or any third party.

11.8. The Pass allows you to add an identification photo for added security. You accept without limitation to apply the following criteria when adding an identification photo to the Pass:

11.8.1. The image must be of the user for whom the Pass has been created. No other persons may appear in the image.

11.8.2. The image must be clear and allow for the clear visibility of the facial features of the user.

11.8.3. The user in the image must not appear with sunglasses, a hat, a wig, face-paint, hand-held objects or any other objects that may obstruct the full visibility of the user's face and facial features.

11.8.4. The image must consist of the user's head and shoulders only and fill more than 80% of the image.

11.8.5. The image must portray a natural expression of the user and may not be altered to present an unnatural appearance of the user.

If you do not comply with the above criteria we reserve the right to reject your photo which will render your Pass invalid and useless.

12. The following applies to the Connected Care platform

12.1. Connected Care is a platform developed by Discovery that may be used by TFGMAS members to access medical information.

12.2. You may access Connected Care through our website or through the Discovery App.

12.3. You acknowledge and agree that -

12.3.1. your access and use of Connected Care is subject to Discovery and TFGMAS's terms and conditions and the terms and conditions set out herein;

12.3.2. Discovery and TFGMAS may share your personal information which you load on Connected Care with any doctor to whom you've given consent to access to your personal information ("your doctor"); and

12.3.3. Discovery and TFGMAS may share your personal information including information about how you and your doctor have used Connected Care and Discovery's HealthID 2.0 platform and the treatment prescribed by your doctor during an online consultation in order to a) analyse your use of Connected Care, b) suggest functionality which you may find useful and c) improve the services provided to you by means of Connected Care.

12.4. You are solely responsible for ensuring the necessary security for your mobile device. This can be in the form of a device auto-lock feature, pin access control etc.

12.5. Neither Discovery or TFGMAS nor any of its directors, trustees, officers or employees will be liable for any claim, loss, damage, injury or death that may result, directly or indirectly, from your use of the Connected Care platform or webpage.

13. Indemnity

13.1. While TFGMAS makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.

13.2. You agree to fully indemnify TFGMAS, its trustees and employees against any claim, loss or damages which you may incur or suffer as a result of your use of the Site.

13.3. You agree to fully indemnify TFGMAS, its trustees and employees, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.

13.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change. TFGMAS will notify you of the important changes within a reasonable time.

13.5. You agree that any calculations made on the Site, (including any relating to your health) are estimates and are meant as guidelines only.

13.6. TFGMAS is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.

13.7. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.

13.8. You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that TFGMAS is not responsible, and will not be held liable, for any information or content, received from these external sources.

14. Phishing and spoofing

14.1. If you receive an unsolicited e-mail that appears to be from TFGMAS and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm

your TFGMAS information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."

14.2. TFGMAS will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on the link. Responding to "phishing" places you and your personal information at risk. TFGMAS cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

15. Linking to third party websites

15.1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of TFGMAS and TFGMAS is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

15.2. TFGMAS is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by TFGMAS of the linked website, their business or security practices, or any association with its operators.

15.3. From time to time TFGMAS may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Statement and widely accepted security standards and they will be accountable for any non-compliance.

15.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

16. Applicable law

16.1. By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

17. General Provisions

17.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

17.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.

17.3. No failure or delay by TFGMAS to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

B. TFGMAS Privacy Statement

This TFGMAS Privacy Statement is complementary to, and should be read and understood with, the general terms and conditions of the use set out in the section above. The TFGMAS Privacy Statement can be accessed by following www.tfgmedicalaidschemes.co.za and clicking on Legal Disclosures and Policies.