

USER AGREEMENT

Annexure B



2022



PLEASE READ THE USER AGREEMENT BELOW CAREFULLY BEFORE USING THIS WEBSITE.

A. USER AGREEMENT

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 on any matter concerning a child, for example a parent or legal guardian.

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

1.1.3. **'Personal Information'** means information relating to an identifiable, living, natural person, including but not limited to You, Your spouse, Your dependents, 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, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, 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, location information, online identifier 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;
- the biometric information of the person;
- the personal opinions, views or preferences of the person; and
- the views or opinions of another individual about the person.

1.1.4. **'We', 'Us', 'Our'** means TFGMAS, registration number 1578, registered with the Council for Medical Schemes.

1.1.5. **'Website'** means the internet website with the address **www.tfgmedicalaidscheme.co.za** or any website with a URL that is validly registered to TFGMAS.

1.1.6. **'You'** and **'Your'** means the user of the Website.

2. Conditions of Access

- 2.1. Your access to, and use of, the Website is subject always to the terms and conditions set out in this User Agreement.
- 2.2. You expressly agree that the terms and conditions set out in this User Agreement apply to Your use of the Website. If You do not agree to all the terms and conditions of this User Agreement, please do not continue to use the Website.
- 2.3. You agree that this User Agreement applies to any information accessed via the Website, and to all sections of the Website.

3. Changes to this User Agreement

- 3.1. 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.
- 3.2. The most updated version of this User Agreement will apply each time that You access and use the Website.

4. Your account

- 4.1. If You use the Website, You must keep Your access details (for the purposes of this clause 4, 'Access Details' shall mean Your username and password) confidential and not allow other people to use them. You also accept full responsibility for all activities that occur under Your Access Details and accept responsibility for sharing Your Access Details. You are only permitted to use one account. If You use more than one account, We may revoke all access to all the accounts You have used.
- 4.2. Once You have logged onto the Website, certain information, functionalities and other features of the Website will be accessible to You the next time You access the Website, without having to re-enter Your Access Details. If You prefer to enter Your password every time You access the Website, You can change the settings as available on the Website.
- 4.3. TFGMAS may refuse to provide products and/or services to You via the Website if We are unable to verify any information that You provide to Us.
- 4.4. You agree that the following actions shall be material breaches of the terms and conditions of this User Agreement:
 - 4.4.1. signing in as, or pretending to be, another person other than yourself;
 - 4.4.2. transmitting material that violates, or could violate, the intellectual property rights of any third party or the privacy of any third party.
 - 4.4.3. using interactive services in a way that is intended to harm, or could result in harm, to You or to any third party; or
 - 4.4.4. gathering information about any third party without obtaining their prior written consent.
- 4.5. You agree that any use of Your Access Details shall be regarded as if You were the person using such information.
- 4.6. You may change Your Access Details at any time, although TFGMAS may determine certain requirements that You will need to meet when choosing

Access Details. These requirements may be changed from time to time and You may be required to update Your Access Details following such changes.

5. Full disclosure of all relevant information and benefit entitlement

- 5.1. TFGMAS might need Personal Information from You. It is in Your best interest to keep this information current and accurate.
- 5.2. You guarantee that all information provided by You at any time to TFGMAS on or via the website, will be true, accurate, current and correct and You undertake to update the information as and when required.
- 5.3. You guarantee that You have fully disclosed all information requested by Us or the Discovery Group, or which may be reasonably required by Us or the Discovery Group, and agree that this User Agreement and any transactions related to this User Agreement will be void if You do not meet this requirement.

6. Electronic communication and records

- 6.1. When You visit the Website or correspond with Us via the Website, You accept that we may communicate with You electronically. All records that You send to Us may be stored electronically and with third parties. These third parties are bound by confidentiality provisions which are no less onerous than the confidentiality provisions We have with You. These electronic records shall be proof of the records, unless You can prove otherwise.
- 6.2. Any electronic communication (for example, an e-mail, whatsapp messenger communication or SMS) sent to You will be regarded to have been received by You on the date of dispatch by TFGMAS. This includes but is not limited to mobile push notifications.
- 6.3. 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 at 0860 123 077.

- 6.4. 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.
- 6.5. 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.

7. Copyright

- 7.1. All content made available on the Website (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 does not, and is protected by South African and international law. In addition, the compilation of all content on the Website is the exclusive property of TFGMAS and is protected by South African and international copyright laws.
- 7.2. Except if permitted under this User Agreement or another agreement between You and TFGMAS no portion of the Website may be copied or transmitted via any means available now or in the future.
- 7.3. Any unauthorised use, alteration or dissemination of the information or content on the Website is prohibited.
- 7.4. You agree that if You breach the terms of this clause 7, 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 be allowed to recover all legal costs from You on a scale as between attorney and own client.
- 7.5. Nothing on the Website should be regarded as granting any license or right to use any trademark belonging to TFGMAS without TFGMAS's prior written permission.
- 7.6. TFGMAS will take reasonable steps to ensure that sophisticated technology protects the information on the Website. 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 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 by emailing Us at privacy@discovery.co.za.

8. Disclaimer

- 8.1. The Website and all information, content, tools and materials are provided by TFGMAS on an 'as is' and 'available' basis, unless We inform You otherwise in writing.
- 8.2. TFGMAS does not guarantee the operation of the Website or the information, content, tools or materials on the Website. You agree that You use the Website at Your own risk.
- 8.3. TFGMAS does not guarantee that (i) the Website; (ii) the information, content, tools or materials included on the Website; (iii) the servers; or (iv) 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 Website or from any information, content, tools or materials included on or otherwise made available to You through the Website, including direct, incidental, punitive and/or consequential damages.
- 8.4. We are fully committed to providing You with the best possible service. However, We are not responsible for:
- 8.4.1. 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

- 8.4.2. any inaccurate, incomplete or inadequate information obtained from the Website supplied by You.
- 8.5. We will not be responsible for any direct, indirect or consequential loss or damages that may arise from:
 - 8.5.1. any of the events described in this clause 8.5 or clause 8.4 above;
 - 8.5.2. Your actions or omissions that result in a breach of this User Agreement;
 - 8.5.3. Your use of any links to third party websites from the Website. You also acknowledge that We cannot control the content of or the products offered on those third party websites;
 - 8.5.4. a denial of access to the Website should We have reasonable grounds to believe that You are conducting activities that are illegal, abusive, would attack the integrity of the Website or put TFGMAS in disrepute; or
 - 8.5.5. Your reliance on any information, content, tools or materials that You obtain from the Website, which is later found to be inaccurate with reference to the registered scheme rules.
- 8.6. You agree and understand that the information included on the Website is not financial advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with Your financial adviser if You require any financial advice or intermediary services.
- 8.7. To the extent that clinical information may be provided on the Website, it is based on best practice and on current recommendations and guidelines. These 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 the Website without first consulting Your healthcare provider. You should seek professional advice immediately should any symptoms You may be experiencing persist.

9. Indemnity

- 9.1. While TFGMAS makes every effort to ensure that the content and information on the Website is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Website or whether they are complete, accurate or appropriate.
- 9.2. 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 Website.
- 9.3. You agree to fully indemnify TFGMAS, its trustees and employees, from any errors, inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Website 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 on the Website.
- 9.4. You agree that all information, including products and services and any terms or conditions relating to products or services, offered on the Website may change from time to time.
- 9.5. You agree that any calculations made on the Website, (including any relating to Your health) are estimates and are meant as guidelines only.
- 9.6. TFGMAS is not responsible for any mistakes in the performance of any calculators or interactive tools provided on the Website.
- 9.7. You accept that some of the information, content, tools or materials on the Website are provided by third parties (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 third parties.

10. Phishing and spoofing

- 10.1. 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 information by clicking on a link to the Website, it is most likely that the e-mail was sent by an unauthorised person known as a 'phisher' or 'spoofer.'

- 10.2. 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 any link contained in said e-mails. Responding to said e-mails may place You and Your Personal Information at risk. TFGMAS is not responsible for any consequences resulting from Your response to any email sent by a 'phisher' or a 'spoofer.'

11. Linking to third party websites

- 11.1. The Website may contain certain images and links to third party websites with information, content or material produced by third 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 third party website, including any link contained in a linked third party website, or any changes or updates to a linked third party website.
- 11.2. TFGMAS is providing these links to You only as a convenience, and You agree that the inclusion of links to third party websites does not imply an endorsement by TFGMAS of the linked third party website, its content or the third party business or security practices, or any association with its operators.
- 11.3. 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 Website. These third parties are bound by confidentiality provisions which are no less onerous than the confidentiality provisions We have with You.

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

12. Applicable law

- 12.1. 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.

13. General Provisions

- 13.1. The headings of the clauses in this User Agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this User Agreement.
- 13.2. 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.
- 13.3. No failure or delay by TFGMAS to exercise any of its rights under this User Agreement will be regarded as a waiver of its rights under this User Agreement, nor will it affect the validity of any part of this User Agreement.

B. TFGMAS Privacy Statement

The TFGMAS Privacy Statement is complementary to, and should be read and understood with, this User Agreement. The TFGMAS Privacy Statement can be accessed by following www.tfgmedicalaidschemes.co.za and clicking on Legal Disclosures and Policies.



TFG Medical Aid Scheme. Registration number 1578 is administered by Discovery Health (Pty) Ltd, registration number 1997/013480/07. Discovery Health (Pty) Ltd is an authorised financial services provider.