

**Unlimit Your Life.** 

## THE UNLIMITED

Insurance | Lifestyle | Rewards

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#### THE UNLIMITED DRIVE EASY MEMBERSHIP

#### A. GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

PLEASE NOTE: This constitutes the agreement between you, us and any named service provider (the "membership"). You agree and want to be a party to this membership. Please make sure that all the information you have given us is accurate and that the benefits are the same as they were explained to you.

#### **ACCURACY OF INFORMATION**

It is very important that you give us honest and accurate information at all times. If you give us false or incorrect information, this agreement may be invalid or you may not be able to use your benefit. We rely on the accuracy and truthfulness of the information you give us.

In the event of any fraud, misrepresentation or non-disclosure of material facts, we reserve the right to reject any benefit claim, or cancel this agreement and you will no longer have access to your benefits.

If we or the service provider ("SP") fail to enforce any provision strictly or at all, this does not mean that we waive any of our rights thereto, nor does it mean that we may not enforce it thereafter.

## GENERAL DEFINITIONS (what these words mean when used in this membership)

Subject to all the terms and conditions of this membership:

- benefit means any one of the benefits listed below under the section named "YOUR BENEFITS IN DETAIL".
- 2. child/ren means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. This means that from the date you add a child to this membership and throughout the lifetime of this membership, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing.
- due date means the date you have agreed with us for the debit order collection of your payment every month.
- official road means a road that is under the jurisdiction and maintenance of a relevant authority.
- payment means the amount you pay us each month for this membership.
- relevant authority means any authority in South Africa that has been empowered by law or regulation of South Africa to issue laws, enforce laws and issue sanctions (including fines) for breaking the law.
- service provider ("SP") means the service provider named beneath each benefit which is responsible for the provision of the benefit (see the section named "YOUR BENEFITS IN DETAIL" below).
- 8. spouse/partner means a named person to whom you are married by civil law, tribal custom or in terms of any religion, this includes your life partner. Your spouse or life partner must normally live with you in South Africa and you must be interdependent on each other. When we use the word "partner", we refer to your spouse (as described above) or your life partner, whomever is named on your membership.
- start date means the date on which your first payment is successfully received by us and is the date on which your benefits are available (subject to any waiting periods).
- 10. waiting period means the period specified in this membership (see the section named "WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?") during which we need to successfully collect a specified minimum number of payments from you before you can use your

benefits.

- we/us/our means The Unlimited Group (Pty) Limited. We bring you the membership.
- you/your means the main member, whose membership has commenced and is continuing, and includes your spouse and child/ren (where relevant).

#### THE PAYMENT

- Payment must be made by debit order, unless otherwise agreed by us in writing. If you reject the request from your bank to authenticate your debit order mandate, your membership will not start and there will be no agreement between you and us.
- In return for the payment, we negotiate rates and terms with service providers on your behalf and arrange benefits for you. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us. We may change the amount you pay. For example, if you buy additional benefits from us, or annually if we do a price increase, but we will always give you 31 days' notice of our intention to do so.
- Your debit order will be presented to your bank on the due date. Please contact us if you want to change the due (collection) date we have agreed with you.
- 4. We may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment and keeping your benefit active. Important: your payment will be collected on a different date, due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
- 5. It is your responsibility to pay your total payment on the due date. During any month that we can't successfully deduct the payment from your bank account (for example, if you don't have funds) you will not be entitled to any of your benefits. We will not double debit missed payments the following month.
- 6. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your membership active, but it remains your obligation to see that all payments are made.
- 7. To allow us to restore your benefits, you agree that if we cannot collect the payment from your bank account in any given month, we can, at our discretion, try and collect from your account a further 3 times by debit order. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred because of failed collections will be for your own account.
- 8. If we cannot collect the payment from your bank account in any given month, you may make a manual payment to us to restore your benefits. Please note that your benefits will only be restored once we have successfully received your manual payment. It may take a further 24 hours to reactivate your benefit. Thereafter, your payment will continue to be collected on the same due date we agreed with you when you bought this membership.
  9. If you dispute your monthly debit order payment with the result that
- If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may resubmit the debit order mandate for collection in the month following the dispute.

#### IMPORTANT INFORMATION ABOUT YOUR MEMBERSHIP

- This membership is month-to-month, the payment is due in advance and the total amount payable is inclusive of VAT. The membership will renew on the same terms each month we successfully collect the payment, unless amended.
- You can only use your benefits in South Africa, and for events occurring in South Africa.

- You must be under the age of 65 to enter into this membership.
- 4. We will communicate with you via SMS, WhatsApp, email or letter. This is also how we will notify you of any payment increases or changes to your membership. If you have a preference for how we communicate with you, please tell us. If any of your contact details change, please tell us immediately. We shall not be liable for any failure to

deliver any notice to you where we have complied with this clause.

- 5. You can cancel the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 5 business days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund, BUT ONLY IF YOU HAVE NOT USED the benefits.
- 6. We can cancel this membership, including the benefits:
  - 6.1. immediately, if you are dishonest or commit fraud; or
  - 6.2. immediately, if we do not receive the payment from you each month: or
  - 6.3. on 31 days' notice, in writing, for any other reason (or any other period we agree or that is set out in this membership).
- We reserve the right to amend, add or change the benefits provided, including the payment, the benefit waiting periods or any of the terms and conditions of this membership, by giving 31 days' written notice to you of our intention to do so.
- Any variations and/or changes will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes has been sent to you.
- 9. You may not transfer your membership to anyone else.
- Please note that this membership is not an insurance policy. It
  does not indemnify you for damages or losses sustained or suffered, our
  obligations are limited to the provision of the benefits.

#### B. THE BENEFITS

#### WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

- 1. For your payment every month, you get the following benefits:
  - 1. Vehicle license renewal for motor vehicles that are registered to your ID number
  - 1.2. Traffic fines reduced on motor vehicles that are registered to your ID number
  - 1.3. Pothole claims assist for motor vehicles that are registered to your or your spouse's ID number
  - 1.4. 24-hour private ambulance and helicopter for you, your spouse and up to 5 children (as defined)
- Benefit waiting period: unless we tell you otherwise, as soon as we have successfully collected your first payment from you, you can start using the benefits.
- Your use of the benefits is subject to the terms and conditions of this
  agreement and amendments (if any). It is your responsibility to read
  and understand them.

#### THE BENEFITS IN DETAIL

#### i. VEHICLE LICENSE RENEWAL BENEFIT

- The service provider which is responsible for providing the vehicle license renewal benefit:
  - 1.1. Road Protect (Pty) Ltd.

#### 2. Important information about the vehicle license renewal benefit

- 2.1. The vehicle license renewal benefit is only available for motor vehicles that have been registered in South Africa, that do not exceed a gross vehicle mass of 3 500kg (three thousand, five hundred kilograms), and which are registered against your ID number, as given to us when you bought this membership.
- 2.2. You are limited to 4 (four) vehicle license renewals per

- 12 (twelve) months.
- The SP cannot be held responsible for processing costs or refunds where an incorrect vehicle registration number was provided by you.
- 2.4. While everything will be done to assist you, we and the SP cannot guarantee that your vehicle license renewal application will be successful.

#### 3. What is the vehicle license renewal benefit?

- 3.1. You will receive a vehicle license renewal notification 45 days prior to the expiry of your motor vehicle license on condition that you have contacted us beforehand and provided us or the SP with your vehicle registration number and vehicle details (including make, model and year). The notification will include the value of the renewal amount. In the event you have not received a notification, you can contact
- us on 0861 9990 000 for assistance with your renewal.

  3.2. Should you wish to use the service, you will be
- required to respond to the notification or contact us.

  3.3. The SP will provide you with an invoice for payment for
- the renewal amount. Delivery is free.

  3.4. Once you have made payment of the vehicle license renewal fee amount to the SP, they will make payment of the vehicle license renewal fee on your behalf to the relevant authority and will arrange delivery of the new motor vehicle license disc to you at your chosen address (work or home).
- 3.5. Assistance with providing a reprint of a license disc will also be offered if your motor vehicle license disc is lost or stolen. This reprint service is only available if you have previously renewed the same vehicle license with us. The SP will issue you with an invoice for the license disc reprint and once the invoice has been paid in full to the SP, your delivery will be free.

#### 4. How to access the vehicle license renewal benefit

- 4.1. It's simple, call us on 0861 990 000 and we will guide you through the vehicle license renewal process.
  4.2. Please note: all supporting documents and necessary
  - information, as requested by the SP, will need to be provided to the SP before they can proceed with your vehicle license renewal. This includes, but is not limited to:
    - 4.2.1. Proof of address (not older than 3 months) 4.2.2. Copy of your ID
- 4.3. Full payment to the SP for the vehicle license renewal fee is required within 7 days of the SP providing you with a quote. Should you delay your payment of the original quote provided by the SP by 7 (seven) days or more, a new quote may have to be issued as the renewal value could change.

#### What the vehicle license renewal benefit does not include

- 5.1. Assistance with a vehicle license that has been blocked by the relevant authority.
  - 5.2. Assistance with any vehicle license that expired before the start date of this membership.
  - 5.3. We and the SP cannot make changes to your details (personal information) on the eNaTIS system. Any changes in your personal circumstances or to your motor vehicle will need to be done by you in person.
- 5.4. Assistance with your vehicle license renewal if your

motor vehicle is not in a roadworthy condition, or if it is in any way illegal. To be clear, it does not comply with the laws of the Republic of South Africa that are applicable, including the following examples:

- applicable, including the following examples: 5.4.1. your vehicle license is blocked because of outstanding fines against you;
- 5.4.2. your motor vehicle is not properly registered in your name:
- 5.4.3. your motor vehicle is not licensed or registered with a relevant authority;
- 5.4.4. if another vehicle license renewal (that is registered in your name) is outstanding i.e. another vehicle, trailer, motorcycle etc.

#### ii. TRAFFIC FINES REDUCED BENEFIT

- The service provider which is responsible for providing the traffic fines reduced benefit:
  - 1.1. Road Protect (Pty) Ltd.

#### 2. Important information about the traffic fines reduced benefit

- 2.1. The traffic fines reduced benefit is only available for motor vehicles that have been registered in South Africa, that do not exceed a gross vehicle mass of 3 500kg (three thousand, five hundred kilograms), and which are registered against your ID number, as given to us when you bought this membership.
- 2.2. The traffic fines reduced benefit is only available for traffic fines that have been issued to you by the relevant authority where you have broken the law when using your motor vehicle within the borders of South Africa, and have been issued a fine for a specified amount/s.
- Pro-active notifications on new fines is dependent on you having provided your correct ID number, email address and mobile number when you bought this membership.
- 2.4. While everything will be done to assist you, we and the SP cannot guarantee that representations on your behalf to reduce your traffic fine amounts will have a successful outcome.

#### 3. What is the traffic fines reduced benefit?

- 3.1. You will receive a notification by SMS or email of any traffic fines issued by a relevant authority.
- 3.2. The SP will assess the legitimacy of the traffic fine and will attempt to secure reductions in the fine amounts.
- 3.3. The SP will provide full legal and administrative support for written and telephonic representations on your behalf in respect of all traffic fines.
- 3.4. Any reductions given on a traffic fine through the representation process will be passed on to you.
- 3.5. The SP will then facilitate an easy payment channel to the relevant traffic authority for you and on request, can provide you with proof of payment.

#### How to access the traffic fines reduced benefit

- 4.1. The SP can only notify you of fines that have been posted on PayCity and/or Fines SA.
- 4.2. If you have not received a traffic fine notification from the SP and you are aware of a traffic fine that has been issued to you, please call us on 0861 990 000 so that we can assist you.
- 4.3. For traffic fines that are already on the system, and for

which you have received a notification from us, please call us so that the SP can go ahead and negotiate a reduction in your traffic fine amount.

- 4.4. Please note: all supporting documents and necessary information, as requested by the SP, will need to be provided to the SP before they can proceed with negotiating a reduction on your traffic fine amount.
- 4.5. Once the SP has provided notification to you of any reduction in the traffic fine amount along with the invoice, you will need to pay the invoice which includes the discounted amount, directly to the SP within 15 (fifteen) days of the invoice having been issued. If you do not pay the SP within 15 (fifteen) days, the SP cannot guarantee any reduction in the traffic fine amount thereafter.

#### 5. What the traffic fines reduced benefit does not include

- 5.1 Assistance with any traffic fine that does not have a specified Rand amount and/or where there is no option to pay an admission of guilt. An example of this includes, but is not limited to, if you are arrested at the time of the incident or if you are issued with a summons to appear in court without the alternative to pay a fine.
- 5.2 Reduction of any traffic fine that was issued to you before the start date of this membership.
- 5.3 Assistance if there is a warrant of arrest issued for the traffic fine.
- 5.4 Any representation on your behalf if the SP has determined that, at their sole discretion, the proof and information you have provided them for fine reduction representations has no basis in law for asking for your fine to be reduced or withdrawn.
- 5.5 Any assistance where there is a demerit system in place. Assistance with fine reductions already offered by AARTO (Administrative Adjudication of Road Traffic

#### iii. POTHOLE CLAIMS ASSIST BENEFIT

- The service provider which is responsible for providing the pothole claims assist benefit:
  - 1.1 Road Protect (Pty) Ltd.

Offences).

#### 2. Important information about the pothole claims assist benefit

- 2.1. The SP will only assist with pothole claims for motor vehicles that have been registered in South Africa, that do not exceed a gross vehicle mass of 3 500kg (three thousand, five hundred kilograms), and which are registered against your ID number or your spouse's ID number, as given to us when you bought this membership.
- 2.2. The pothole claims assist benefit is only available for claims for damages to your tyres or rims that happened directly because of a pothole on an official road within the borders of South Africa.
- 2.3. While everything will be done to assist you, we and the SP cannot guarantee that your claim will have a successful outcome.

#### 3. What is the pothole claims assist benefit?

3.1. The SP will provide you with a claim management process that assists you with re-claiming money you

have already spent replacing your tyres and/or rims of your motor vehicle due to damages caused by a pothole on a South African official road.

- You will be assisted with completing the relevant claim forms, which will be submitted to the relevant authority (municipality or road management agency) on your behalf.
- Any amounts recovered through the claims management process will be paid to you.
- The SP will also proactively follow up to make sure that potholes are repaired by the relevant authority.

#### 4. How to access the pothole claims assist benefit

- 4.1. Call us on 0861 990 000 as soon as possible after the incident has happened. You must notify the SP of the incident within 5 days of it happening.
- 4.2. In order to submit a claim, you are required to have already paid for the damages and you will need to provide the SP with the invoice and proof of payment made by you to the tyre retailer.
- 4.3. Please note: all supporting documents and necessary information, as requested by the SP, will need to be provided to the SP within 30 days of the incident happening.

#### 5. What the pothole claims assist benefit does not include

- 5.1. Any damage to your tyres and rims that happen on a dirt or gravel road.
- 5.2. Assistance with any other claim that relates to the incident, other than the irreparable damage to your motor vehicle's tyres and rims. For example, a personal injury claim, a claim for body damage to your motor vehicle or a claim for your tyres if they can be repaired.
- Any damage to your motor vehicle's tyres and rims which occurred before the start date of this membership.
- 5.4. If you have already submitted a claim to the relevant authority, or if you have claimed from your insurance.
- 5.5. Any costs related to a claim or representation without the prior written consent from the SP.
- 5.6. If your motor vehicle is not in a roadworthy condition. For example, the breaks don't work or if the tread on your motor vehicle tyres is less than what is allowed by law.
- 5.7. If the SP assesses your claim and decides on the merits that your claim will not be successful, they will decline to assist with your claim.
  Please note: should the SP decide that they cannot assist you with your claim, you may refer your matter to the SP's appeal panel, which will consist of an attorney and industry tyre expert. The decision of the panel will be final and binding. You may also obtain a second opinion or submit the claim yourself at your own cost.

#### iv. EMERGENCY MEDICAL SERVICES ("EMS") BENEFIT

- Who provides the emergency medical services ("EMS") benefit?
   CIMS SA (Pty) Ltd is the service provider which will provide the EMS benefit.
- 2. Benefit: emergency medical services
  - 2.1. 24-hour medical advice and information hotline telephonic

Qualified nursing staff are available 24 hours a day to provide general medical information and advice via telephone.

## 2.2. 24-hour emergency medical advice and assistance hotline – telephonic

When you call the telephonic emergency medical advice and assistance hotline, whereby operators will:

- 2.2.1. guide you through a medical crisis situation;2.2.2. provide emergency medical advice; and2.2.3. arrange the support you require via the
- medical emergency alarm centre.

  2.3. Emergency medical response to the scene of a medical

emergency (primary response)
In the instance of a medical emergency, taking logistical constraints into account (e.g. availability of suitable landing sites and prevailing weather conditions), an appropriate road and/or air response will be undertaken utilising an ambulance, a rapid response vehicle or a helicopter — whichever is the most medically appropriate — all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or doctors. Such

by appropriately qualified and experienced emergency care practitioners, paramedics or doctors. Such transport will be despatched to the scene of a medical emergency where appropriate lifesaving support will be provided. If necessary, you will be stabilised before emergency medical transportation is provided.

- 2.4. Emergency medical transportation pre-hospital In the event of your involvement in a medical emergency, we will arrange and pay for emergency medical transportation where required. For the avoidance of doubt:
  - 2.4.1. You will be transported to a government hospital (and not a private hospital) in the event that you do not have sufficient and current medical aid cover, or in the event that the emergency medical personnel are unable to establish whether you are a paid-up member of a medical aid, e.g. due to the fact that you are unconscious.
  - 2.4.2. The decision as to whether your circumstances constitute a medical emergency for which emergency medical transportation will be provided shall be in the sole and absolute discretion of the medical personnel in the alarm centre.
  - 2.4.3. The choice of which medical facility you are transported to shall be in sole and absolute discretion of the attending emergency paramedic services. You waive any and all claims against us should you suffer any loss and/or damages as a direct or indirect result of the choice of medical facility.
    2.4.4. Medical considerations including the degree
    - of the choice of medical facility.

      4.4. Medical considerations including the degree of urgency, your state and fitness to travel and other relevant considerations including, but not limited to, airport availability, weather conditions and distance to be covered as assessed by the emergency medical alarm centre doctor and support staff will determine whether emergency medical transportation will be provided by medically equipped fixed wing air ambulance,

helicopter, scheduled commercial flight or

road ambulance.

In the case whereby the initial emergency medical transportation was provided by the 24-hour call centre, the following additional benefits are available to the insured person where applicable and medically

#### iustifiable: 2.5.1. Inter-hospital transfer:

2.5

After the initial emergency medical transportation, an inter-hospital or interfacility transfer comprises the one-way transportation by road or air ambulance, whichever is most medically appropriate in the opinion of the emergency medical alarm centre doctor, to a more suitable or appropriate medical facility for managing your condition.

#### 2.5.1.1. Upgrade transfer:

If the emergency medical alarm centre doctor, in consultation with your attending doctor, determines that you should be transferred and admitted (one way transfer) to an alternate medical facility (because the necessary treatment cannot be continued at the present facility), the emergency medical alarm centre will arrange and pay for your transportation to another medical facility which is willing to accept vou and where treatment can be provided (after you have been stabilised), subject to the limits specified in the benefit table. This service does not include diagnostic transfers for medical procedures or investigations.

#### 2.5.1.2. Downgrade transfer:

Transfer to a step-down medical facility will only be approved on a medically justified basis as authorised by the emergency medical alarm centre doctor. This transfer will be to the most appropriate and closest facility to the medical facility where you are being treated as an inpatient, and is limited to a single transfer per hospitalisation event.

#### 2.5.1.3. Medical repatriation:

In the event that you are hospitalised outside your home town, (being a distance greater than 100 km from your ordinary place of residence), the emergency medical alarm centre will arrange and pay, up to the limits specified in the benefit table, for your repatriation to a medical facility in or near your home town provided the provision of such service is, in the sole opinion of the emergency medical alarm centre doctor, regarded as being

medically justified (long-term inpatient treatment is required) and that medical supervision is required for such transfer. They will determine the means of transportation and timing of the repatriation in their sole discretion.

2.5.2. Escorted return of minors

In the event of your minor children being stranded as a result of your hospitalisation whereby the emergency medical transportation was provided through the programme, we will arrange and pay for the transportation of the minor children, under supervision where necessary, into the care of a person nominated by you, within South Africa.

2.5.3. Compassionate visits
Should you be hospitalised, whereby the emergency medical transportation was provided through the programme, further than 100km outside of your ordinary place of residence for a period exceeding five (5) consecutive days, we will arrange and pay up to R2 000 (including VAT) for the economy class transportation of a close relative to

## visit you. 3. How to access your EMS benefit

- 3.1. You must contact the 24-hour call centre dedicated number and provide your membership number, personal particulars, the place and telephone number where you or your representative can be reached and a brief description of the emergency and the nature of the assistance required.
- 3.2. Where you need a medical transfer or relocation you or your representative must inform the 24-hour call centre of the names, addresses and telephone numbers of the treating hospital, the attending doctor and, if available, your family doctor.
- 3.3. IMPORTANT: If an emergency requires that you are taken directly to a medical facility without first contacting the dedicated 24-hour call centre, you must notify the dedicated 24-hour call centre within 72 (seventy-two) hours of the medical emergency having occurred.
  - 3.3.1. If you have a medical aid, the invoice for ambulance transportation will be submitted to your medical aid for payment.
  - 3.3.2. If you do not have a medical aid and you incorrectly receive an invoice from the ambulance service provider despite having contacted the 24-hour call centre, you may submit the invoice to Cims South Africa for reimbursement within 2 (two) months of the date of the medical emergency, together with supporting documentation to: Cims South Africa, P.O. Box 1468, Sunninghill, 2157.

## Important: when we will not provide you with emergency medical services

We are under no obligation to provide any services to you in circumstances resulting, directly or indirectly from:

4.1. Services being rendered without the dedicated 24-hour call centre's authorisation or intervention.

- 4.2. Minor (i.e. non-life threatening) illness or injury which, in the sole opinion of the emergency medical alarm centre personnel, can be adequately treated locally, by your family general practitioner for example, and which do not require emergency medical transportation.
- 4.3. Wilful and self-inflicted injury or self-induced illness, as well as insanity, alcoholism, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life).
- 4.4. Professional sport or sport undertaken on a national or provincial competitive basis.
- Your commission of, or your attempt to commit, an unlawful act.
- 4.6. Your active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection nor for any consequence or loss which is a direct result of nuclear reaction or radiation.
- Any events which occurred prior to the receipt by The Unlimited of your first payment payable in terms of this membership.
- 4.8. Your failure to pay any payment on or before the due date.

#### 5. Specific terms and conditions for your EMS benefit

- 5.1. If you are transported to a medical facility by another service provider, we will only reimburse you to the limit of the tariffs which we have negotiated with our service providers. You will be liable for any shortfall.
- 5.2. We may at any time, and at our own cost, institute proceedings in your name to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of services by our service providers.
- 5.3. Neither our service providers, nor their agents and/or employees are liable or responsible for the negligence, whether gross negligence or otherwise, wrongful acts and/or omissions of any person or persons or legal entity which provide direct or indirect services to you in terms of this policy.

#### **HOW WE USE YOUR PERSONAL INFORMATION**

Please read this section carefully as it contains important information about the personal details that you have given to us (please see the definition of Personal Information in the Protection of Personal Information Act, 2013). Please make sure that you provide this information to any other party related to this agreement as it contains information about the protection of your and their personal information. Information about the parties to this agreement or persons whose interests are protected by this agreement may be processed for the various legal reasons outlined below.

This section of the agreement is intended to summarise key privacy disclosures. We handle the personal information you provide to us in accordance with this section, read with the Privacy Policy available at: <a href="https://www.theunlimited.co.za">www.theunlimited.co.za</a>

You hereby warrant and understand that we, including our authorised agents, partners and service provider/ contractors may:

#### 1. collect information:

1.1 from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.

- 1.2 that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the provision of the benefit/s. Such information may be given to any authorised agents, partners and service provider/contractors.
- 1.3 including (amongst others) information about your credit history, age, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifiers, social media profile and your name.
- 1.4 that you warrant that you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service providers/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.
- 2. process your information for the following reasons (amongst others):
  - 2.1. for the performance of this agreement and the enforcement of our contractual rights and obligations:

**Note:** Any personal information provided to us will be collected and used to allow us to fulfil our obligations to you in terms of this agreement. In addition, the personal information may be shared internally or externally with our departments (who strictly need this information), other related third parties to comply with legal requirements. Please contact us should you have any objections.

- 2.2. to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
   2.3 to do affordability assessments, credit assessments and credit
- scoring.
- 2.4. to manage and maintain the agreement or relationship with us.2.5. to disclose and obtain information about you from credit bureau
- regarding your credit history.
  2.6. for security, identity verification and to check the accuracy of
- your information.

  2.7. where required, we may transfer your personal information
- outside of South Africa in compliance with the law.
  2.8. for customer satisfaction surveys, promotional and other competitions.
- 2.9. using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may guery the
- decision made about you.

  2.10. to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you use products or services from us, we can market other similar products and services to you, even after this agreement ends, and share market innovations with you.
- 2.11. You hereby consent to us contacting you to notify you of further product offerings.
- share your information with the below persons (amongst others) who are bound to keep it secure and confidential:
  - Our partners, service providers, agents, sub-contractors to offer and provide products and services to you
     Governments, local and international tax authorities & credit bureaus when we must share it with them
- 4. automatically update and keep your information accurate:

We may submit your information to, and receive information about you from, credit institutions (such as credit bureaus) to update, process and

monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. We may also do this to ensure the quality and accuracy of your identity and contact information to ensure we can make positive contact with you; and your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

#### Your rights:

You have data protection rights which are described in detail on <a href="https://www.theunlimited.co.za">www.theunlimited.co.za</a>. To request access to your information, contact us at the contact details provided below.

#### WE WOULD LOVE TO HEAR FROM YOU

If you have any questions, or need assistance with the benefit, you can get in touch with us in the following ways:



on our website <u>www.theunlimited.co.za</u>; or



call us on 0861 990 000.