

ALL YOUR
PRODUCT
BENEFITS
UNPACKED.



Unlimit Your Life.

THE UNLIMITED

FSP 21473

CONTENTS PAGE

SECTION 1: TERMS AND CONDITIONS

Pages

A. DEFINITIONS	3
B. THE BENEFIT	3
C. IMPORTANT INFORMATION	4
D. GENERAL	4

SECTION 2: MEMBERSHIP AGREEMENT

1. WHO IS PART OF THE AGREEMENT?	6
2. YOUR BENEFIT EXPLAINED	6
3. GENERAL	6
4. WE WOULD LOVE TO HEAR FROM YOU	6

TELEPHONIC LEGAL ADVICE LINE - TERMS AND CONDITIONS

These Terms and Conditions ("the Terms") should be read carefully to ensure that You are familiar with the contents. The Terms MUST be read in conjunction with The Unlimited Family Membership Agreement ("the Agreement"), which is incorporated herein by reference. If You have any queries concerning the Benefit, these queries can be directed to The Unlimited, by calling 0861 990 000.

A. DEFINITIONS

Unless the context requires otherwise, the following terms have the meaning as assigned alongside them;

1. "Beneficiary" or "Beneficiaries" means the main member and his or her Spouse and his/her Child/Children whose names and dates of birth the main member has provided Us with and who We have agreed to include as Beneficiaries of the Benefit.
 2. "Benefit" means the Telephonic Legal Advice Line benefit as provided by the Service Provider.
 3. "Child" or "Children" means Your biological children, stepchildren, adopted children and children of whom You are the primary caregiver because the biological parents are deceased or have absconded. Each Child listed on the Benefit should live with you ordinarily, be financially dependent on you and be under the age of 21 (twenty one) years. The Benefit will apply up to 5 (five) Children who you have listed and who fit the definition contained herein.
 4. "Service Provider" means CIMS South Africa (Pty) Ltd, a registered financial services provider with FSP Number 9859.
 5. "Spouse" means a person to whom You are married by civil law, tribal custom or in terms of any religion. Spouse also includes a life partner who lives ordinarily with you in South Africa.
 6. "Us" and/or "We" and/or "Our" and/or "The Unlimited" means The Unlimited Group (Pty) Limited, being the administrator of these Terms and the entity that markets the Benefit to You.
 7. "You" or "Your" means the main member, as well as his/her Spouse and his/her Children as defined above, unless the context indicates a different intention.
-

B. THE TELEPHONIC LEGAL ADVICE LINE – THE BENEFIT

1. The Benefit provides You with unlimited, free, telephonic legal advice, 24 hours a day, 7 days a week, 365 days a year. To access the Benefit and obtain legal assistance, dial 0861 990 000.
2. All legal advice provided under this Benefit is provided by in-house legal advisors who are non-practising, admitted attorneys.
3. In addition to providing telephonic legal advice, the Service Provider's legal advisors will assist, wherever reasonably possible, in trying to resolve your legal issue by communicating with the relevant third parties on your behalf.
4. You will have easy access to information and advice on the following areas of law;
 - 4.1. Matrimonial: Engagement, marriage and divorce.
 - 4.2. Employment: Employment, retrenchments and dismissals.
 - 4.3. Property: Buying and selling a house.
 - 4.4. Estates: Wills and Insolvency.
 - 4.5. Consumer: Guarantees and disclaimers.
 - 4.6. Financial: Credit Agreements and banking issues/disputes.
 - 4.7. Insurance: Planning, claims and disputes.
 - 4.8. Criminal: search warrants, arrests and bail applications.
 - 4.9. Constitutional Law: All matters relating to the Constitution.
 - 4.10. Medical and personal injuries.

5. The legal advisors of the Service Provider will provide You with the following;
 - 5.1. Personal legal advice as to how one should handle legal proceedings;
 - 5.2. Quality telephonic information with regard to legal rights and how to enforce them;
 - 5.3. Bail assistance;
 - 5.4. Furnishing of standard Wills;
 - 5.5. Assistance and documentation with "self-help services" such as The Small Claims Court, unopposed divorces and the registration of companies;
 - 5.6. Referrals to appropriate and approved attorneys on the Service Providers panel of attorneys, at Your own cost;
 - 5.7. Providing the interpretation of legal options;
 - 5.8. Includes pro forma documents. The Benefit **does not** provide for legal advice relating to You carrying on a business, any venture for gain, or transaction or undertaking where there is a profit motive.
-

C. IMPORTANT INFORMATION

1. The Benefit is available to any Beneficiary whose details You have provided Us with.
 2. The Benefit is available to You from the Start Date, for a period of 12 (twelve) consecutive months. The Start Date is the date on which We send You an SMS confirming Your acceptance of the Benefit. The Benefit will automatically terminate 12 (twelve) months after the Start Date, without further notice to You.
 3. You must quote your membership number whenever you access the Benefit.
 4. You must ensure that all information provided to the legal advisor is correct, complete and up to date. In the event of Your failure to provide correct, complete and/or up to date information, You may receive incorrect legal advice.
 5. **Whilst the Service Provider will endeavour to provide accurate advice, neither the Service Provider nor The Unlimited, their employees, agents, or representatives shall be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned notwithstanding any mistake, error of judgment or negligence.**
 6. Always ensure that You have all and any relevant documents regarding your legal query, on hand and in order before accessing your Benefit.
-

D. GENERAL

1. These Terms apply purely to the Benefit as described herein.
2. **The Benefit is provided by the Service Provider. The Service Provider is not an agent of The Unlimited.**
3. These Terms together with any information You have provided to The Unlimited verbally, constitutes a binding agreement between You and The Unlimited.
4. These Terms will continue to apply in respect of the Benefit, notwithstanding any further agreement concluded between You and Us in respect of further products or services, unless otherwise specified in writing.
5. You acknowledge that the obligation to provide the Benefit is that of the Service Provider. You accordingly waive any and all claims against The Unlimited, its successors and assigns for all and any losses, damages, claims and costs suffered by You, whether directly or indirectly attributable to any failure by the Service Provider to provide the Benefit, alternatively, as a result of the Service Provider's provision of a defective

Benefit.

6. The Unlimited and/or the Service Provider may cancel and/or amend these Terms at any time, on 31 (thirty one) days written notice to you.
7. Subject to the provisions of the Agreement, The Unlimited shall be entitled, at any time and in its sole and absolute discretion, to terminate this agreement, and neither The Unlimited nor the Service Provider shall be liable for any damages or loss suffered by You as a result.
8. You may terminate these Terms at any point, by calling us on 0861 990 000.
9. Under no circumstances whatsoever, shall The Unlimited or the Service Provider be liable to You for consequential, indirect, special, punitive or incidental damages.
10. You indemnify The Unlimited against all claims, damages and losses which we may suffer as a result of Your intentional and/or negligent conduct.
11. You consent to The Unlimited;
 - 11.1. storing and processing Your personal information to enable You to access the Benefit;
 - 11.2. marketing other products and services to You from time to time;
 - 11.3. providing Your personal particulars and contact information to the Service Provider to enable them to contact You for the purposes of providing You with the Benefits; and
 - 11.4. disclosing Your personal information to third parties where The Unlimited is legally compelled to do so.
12. Should You make use of the Benefit at any point in time, You will be deemed to have read, understood and accepted these Terms.
13. The Unlimited shall not be a party to, or otherwise become involved in, any dispute between You and the Service Provider including with respect to the provision of the Benefit.
14. The physical address You provide to The Unlimited when applying for membership and access to the Benefit is the domicilium citandi et executandi which You choose as the address where any documentation, notice or process of court may be served on You.
15. You must promptly advise The Unlimited telephonically of any change to Your personal particulars.
16. Any indulgence, leniency or extension of time which The Unlimited or the Service Provider may grant You, shall not in any way prejudice or preclude them from exercising any of their rights in the future.
17. Should any clause in these Terms become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected or impaired thereby.
18. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.
19. You consent to the jurisdiction of the Magistrate's Court irrespective of the amount in dispute. In the event that The Unlimited takes legal action against You, You agree to pay The Unlimited's legal costs on the attorney and client scale as well as any costs associated with tracing agents and collection fees.
20. You may not cede or assign or otherwise make over or dispose of any of Your rights or obligations under these Terms.

THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

The Unlimited Family Membership Agreement (“Agreement”) should be read together with the Telephonic Legal Advice Line - Terms and Conditions (“Terms”) as attached. Those terms as defined in the Terms, will have the same meaning within this Agreement, unless otherwise specified or indicated.

1. WHO IS PART OF THE AGREEMENT?

- 1.1. You and Your Spouse and Child/Children whose names and dates of birth You have provided to Us and who We have agreed to include as members.
AND
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the Benefit and provide intermediary services in respect of insurance cover and further products and services.

2. YOUR BENEFIT EXPLAINED

- 2.1. From the Start Date, and for a period of 12 (twelve) consecutive months thereafter, You get the following Benefit:
 - i. The Telephonic Legal Advice Line. This Benefit provides You with unlimited, free, telephonic legal advice, 24 hours a day, 7 days a week, 365 days a year as set out further in the Terms. The Benefit is provided through CIMS.
 - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. The Start Date is the date on which We send You an SMS confirming Your acceptance of the Benefit. From the Start Date, you can commence using the Benefit.
- 2.3. The Agreement and the Benefit will automatically terminate after 12 (twelve) consecutive months from the Start Date, without further notice to You.
- 2.4. Your use of the Benefit is subject to the Terms and this Agreement.
- 2.5. To access Your Benefit;
 - a. You must contact the 24-hour Telephonic Legal Advice Line on 0861 990 111.
 - b. You will need to provide Your membership number, and/or personal particulars (identity number).
 - c. You must have all your documents and information available and organised in a logical manner when you call.

3. IMPORTANT INFORMATION REGARDING YOUR BENEFIT

- 3.1. Unless your matter is extremely urgent, your call will be logged and placed in a queue for the next available legal advisor. The legal advisor will contact you within approximately 3 (three) business hours.
- 3.2. You must be under the age of 65 to enter into this Agreement. Any membership benefits that apply to dependants will end should this Agreement end for any reason.
- 3.3. You can cancel at any time – give Us a call so that We can assist You and help You make the right decision.
- 3.4. We can change the terms of this Agreement, and we will give you 31 days’ notice (warning) before doing so. We will send You an SMS, email or letter. If You have a preference about how We communicate with You, let Us know.
- 3.5. In the event of fraud, misdescription, misrepresentation or non-disclosure of material facts at any time, We reserve the right to void or cancel the Agreement and/or Terms with immediate effect or declare the Agreement and/or Terms null and void from inception.


4. WE WOULD LOVE TO HEAR FROM YOU

Whether it’s a complaint or a compliment, a question or a comment, even if You just want to have a chat about Our products or what is important to You, We would love to hear from You.

You can get in touch with Us in any one of the following ways:

-  on our Facebook, find us as The Unlimited;
-  on our Twitter handle, find us on @theunlimitedza;
-  on LinkedIn, look for us as theunlimited;
-  ALSO, Check out our website: www.theunlimited.co.za;

OR

-  Call us on **0861 990 000**.